



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Philip M. Sacco  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION

June 8, 2016

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

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

**A MEMORIALIZING PETITION EXPRESSING THE ONEIDA COUNTY BOARD OF LEGISLATORS' SUPPORT FOR AND URGING THE STATE ASSEMBLY AND SENATE TO ENACT THE SAFE STAFFING FOR QUALITY CARE ACT**

FN 20 16-213

**SPONSORS: Calandra, Convertino, Welsh**

**READ & FILED**

**WHEREAS**, the number of patients assigned to each nurse impacts the nurse's ability to monitor, care for, assess and promote the safe discharge of the patients; and

**WHEREAS**, an adequate nurse to patient ratio could save lives and increase the likelihood of more favorable patient outcomes; and

**WHEREAS**, setting adequate staffing levels could improve efficiency and ultimately be cost-effective for hospitals; and

**WHEREAS**, in hospitals and nursing homes, nurses are a significant part of Oneida County's workforce and their working conditions are of utmost concern to the county; and

**WHEREAS**, patients in Oneida County should get the best and most efficient care possible; and

**WHEREAS**, *the Safe Staffing for Quality Care Act* sets minimum staffing requirements; requires facilities to submit a documented staffing plan to the New York State Department of Health on an annual basis and upon application for an operating certificate and requires acute care facilities to maintain staffing records during all shifts.

**WHEREAS**, the legislation also authorizes nurses to refuse work assignments if minimum staffing is not present and requires public access to documented staffing plans; and

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Oneida County Board of Legislators announce their full support for *the Safe Staffing for Quality Care*; and

**BE IT FURTHER RESOLVED**, that the Oneida County Board of Legislators call on the New York State Legislature to pass the *Safe Staffing for Quality Care ACT* in the 2016 Legislative Session for the benefit of all Citizens in the State of New York.; and

**BE IT FURTHER RESOLVED**, that a copy of this Petition shall be forwarded by mail or email to the following: New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator




The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Date: May 11, 2016

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

A MEMORIALIZING PETITION SUPPORTING THE PASSAGE OF A STATE BILL TO PROHIBIT  
THE USE OF CHEMICAL RETARDANTS IN RESIDENTIAL UPHOLSTERED FURNITURE

SPONSORS: CLANCY, MANDRYCK

FN 20 16 - 214  
**READ & FILED**

WHEREAS, Volunteer Firefighters and Ambulance Corp members and all other first responders are a vital and integral part of our community's emergency services; and

WHEREAS, the safety and welfare of first responders should be a top priority of our county; and

WHEREAS, the nature of their efforts puts our communities in debt to their service and requires us to reciprocate with due consideration for them as valuable members of the community; and

WHEREAS, the work they do presents them with unique occupational risks, concerns and health hazards; and

WHEREAS, there are currently bills in the state legislator that would greatly improve the health, safety and well-being of these first responders; and

NOW THEREFORE BE IT HEREBY RESOLVED, The Oneida County Board of Legislators is collectively in support of the following bills:

- S.5585 to prohibit the use of chemical flame retardants in residential upholstered furniture;

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail or email to the following: New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., and all others deemed necessary and proper.

Legislators Supporting Petition

Legislators Opposing Petition

~~John J. ...~~  
~~Jim Murphy~~  
~~...~~

Paul R. Paparella  
Jan ...

Edna P. W.

Barbara Cagley

Sue ...

William Goodman

Philip M. Saeu

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Date April 13, 2016

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

**A MEMORIALIZING PETITION SUPPORTING THE PASSAGE OF STATE BILLS TO MAKE IT A  
CRIME TO ENDANGER FIRST RESPONDERS BY ILLEGALLY MODIFYING BUILDINGS**

**SPONSORS: CLANCY, MANDRYCK**

FN 20 16-215

**READ & FILED**

**WHEREAS**, Volunteer Firefighters and Ambulance Corp members and all other first responders are a vital and integral part of our community's emergency services; and

**WHEREAS**, the safety and welfare of first responders should be a top priority of our county; and

**WHEREAS**, the nature of their efforts puts our communities in debt to their service and requires us to reciprocate with due consideration for them as valuable members of the community; and

**WHEREAS**, the work they do presents them with unique occupational risks, concerns and health hazards; and

**WHEREAS**, there are currently bills in the state legislator that would greatly improve the health, safety and well-being of these first responders; and

**NOW THEREFORE BE IT HEREBY RESOLVED**, The Oneida County Board of Legislators is collectively in support of the following bills:

- **S.1188A, A.5539A** to make it a criminal offense to endanger the welfare of first responders by making illegal modifications to buildings;

**BE IT FURTHER RESOLVED**, that a copy of this Petition shall be forwarded by mail or email to the following: New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., and all others deemed necessary and proper.

*Legislators Supporting Petition*

*Legislators Opposing Petition*





Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Date April 13, 2016

**Petition by Oneida County, New York  
Board of Legislators  
for Memorializing Petition**



F.N.

**A MEMORIALIZING PETITION SUPPORTING S.7417 (SENATOR O'MARA) TO DIRECT THE STATE TO PROVIDE REIMBURSEMENT TO COUNTIES FOR MANDATED INCREASES IN COMPENSATION PAID TO DISTRICT ATTORNEYS AFTER APRIL 1, 2016**

**SPONSORS: Messrs. Fiorini, Waterman, Flisnik, Koenig,**

FN 20 16 - 216

(18)

**READ & FILED**

**WHEREAS**, the Oneida County Board of Legislators recognizes that district attorneys are entitled to the compensation they are owed pursuant to State Law; and

**WHEREAS**, through the findings and recommendations from the New York State Commission on Legislative, Judicial and Executive Compensation Commission, an increase placed on Supreme Court judges' salaries at \$193,000 in 2016 and \$203,000 in 2018 and placed County Court Judges at 95% of a Supreme Court Justice's salary; and

**WHEREAS**, New York State Judicial Law Section 183-a links judicial salaries to county District Attorney (DA) salaries to be equal or higher than either the County Court Judge or the Supreme Court Judge in a county, depending on county size and full-time or part-time status; and

**WHEREAS**, Oneida County, having a population of more than 100,000 and less than 500,000 according to the last federal census and a full time district attorney qualifies our county for the increase; and

**WHEREAS**, the Oneida County District Attorney shall receive an annual salary equivalent to that of a county judge in Oneida County; and

**WHEREAS**, currently, the State picks up the costs for the district attorneys' salaries and has often funded any incremental increases and therefore, should continue this precedent and pay for this increase; and

**WHEREAS**, this salary increase recommendation occurred well after all counties set their 2016 budget in law; and

**WHEREAS**, for many counties, this mandated salary increase represents a measurable portion of their total property tax growth for all government operations in the upcoming year due to the State imposed property tax levy cap; and

**WHEREAS**, passage of this legislation would make the State to cover the \$1.6 million statewide costs associated with the pay increase; and

**WHEREAS**, the District Attorneys Association of the State of New York (DAASNY), recognizing the automatic nature of these increases and its impact on local budgets, requested in correspondence with State officials that the State fund this salary increase as well; and

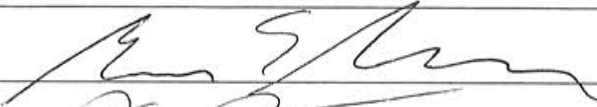


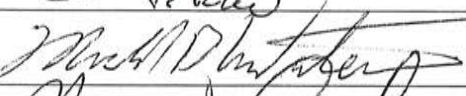
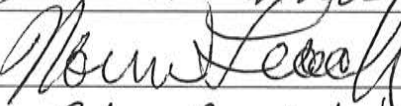

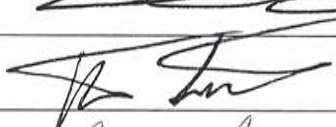
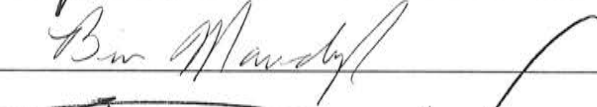
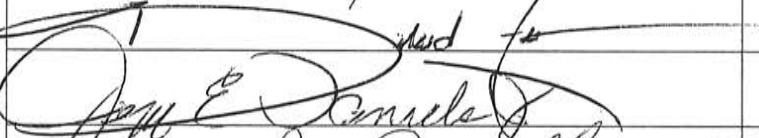

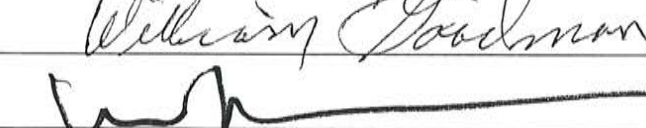
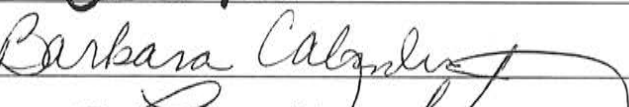
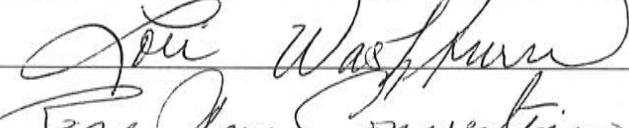
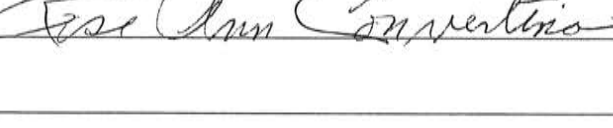
**NOW THEREFORE BE IT HEREBY RESOLVED**, the Oneida County Board of Legislators calls on the State of New York to pass this legislation to prevent an unfunded mandate on counties; and

**BE IT FURTHER RESOLVED**, that a copy of this Petition shall be forwarded by mail or email to the following:

New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Senator Thomas O'Mara, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., District Attorney Scott McNamara and all others deemed necessary and proper.

Legislators Supporting Petition

Legislators Opposing Petition

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Date: May 11, 2016

**Petition by Oneida County, New York  
Board of Legislators  
for Memorializing Petition**



F.N.

**A MEMORIALIZING PETITION SUPPORTING S.2906-A (SENATOR LAVALLE)/A.4160-A (ASSEMBLYMAN CROUCH) TO INCREASE PERSONAL NEEDS ALLOWANCE FOR THOSE LIVING IN NURSING HOMES AND PROVIDES FOR AN ALLOWANCE FOR INDIVIDUALS IN RESIDENTIAL PROGRAMS FOR VICTIMS OF DOMESTIC VIOLENCE**

**SPONSORS: Mr. Paparella, Mme. Convertino**

FN 20 16 217 (15)  
**READ & FILED**

**WHEREAS**, the Oneida County Board of Legislators recognizes the importance of caring for those in nursing homes and those in residential programs for victims of domestic violence; and

**WHEREAS**, the current personal needs allowance is \$25 for those in nursing homes who receive additional federal or state funds and \$50 for those nursing homes residents who don't receive additional payments; and

**WHEREAS**, there is currently no personal needs allowance for those individuals in residential programs for victims of domestic violence; and

**WHEREAS**, this bill would increase the amounts referenced above as follows: \$25 to \$45 for those in nursing homes who receive additional assistance, \$50 to \$75 for those nursing home residents who do not receive additional payments and this bill would create a new monthly allowance of \$75 for domestic violence victims in residential programs; and

**WHEREAS**, the bill proposes for all of the personal needs allowances to be annually adjusted to reflect the consumer price index; and

**WHEREAS**, the personal needs allowances have not been increased since the 1980s while the cost of living has constantly risen year after year; and

**BE IT FURTHER RESOLVED**, that the Oneida County Board of Legislators hereby urges the passage of this pending legislation; and

**BE IT FURTHER RESOLVED**, that a copy of this Petition shall be forwarded by mail or email to the following:

New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Senator Kenneth LaValle, Assemblyman Clifford Crouch, Assemblyman Anthony Brindisi, Assemblywoman Representative Claudia R. Tenney, Assemblyman Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., Social Services Commissioner Lucille Soldato and all others deemed necessary and proper.





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Date: May 11, 2016

**Petition by Oneida County, New York  
Board of Legislators  
for Memorializing Petition**



F.N.

**A MEMORIALIZING PETITION OPPOSING THE SWEEP OF \$10 MILLION FROM THE WORKERS' COMPENSATION FUND TO THE PAID FAMILY LEAVE ACT**

**SPONSORS: Messrs. Joseph, Leach, Flisnik, Koenig** *Idzi*

FN 20 76-218

**READ & FILED** (12)

**WHEREAS**, the Oneida County Board of Legislators recognizes the importance of the Workers' Compensation Fund for its intended purpose; and

**WHEREAS**; during the budget negotiations, it was indicated that the Paid Family Leave Act would not be a tax on employers and would be paid for through a tax on employees; and

**WHEREAS**, Part G of Article VII Budget Bill S.6405-C/A.9005-C included authorized the chair of the Workers' Compensation Board to transfer to or payment of up to \$10 million of such amount on behalf of the Superintendent of Financial Services for costs associated with the implementation of the Paid Family Leave Act; and

**WHEREAS**, these monies should be used for their intended purpose; and

**NOW THEREFORE BE IT HEREBY RESOLVED**, the Oneida County Board of Legislators disagrees with sweeping funds from the Workers' Compensation Fund to Paid Family Leave; and

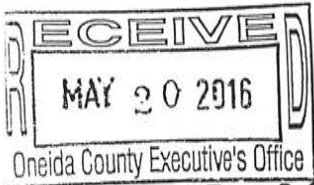
**BE IT FURTHER RESOLVED**, that a copy of this Petition shall be forwarded by mail or email to the following:

New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., and Chair of Workers' Compensation Board Robert E. Beloten, Director of Oneida County Workers' Compensation Department Michael Lally and others deemed necessary and proper.



The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Date: May 11, 2016



# Griffiss International Airport

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

**ANTHONY J. PICENTE, JR.**  
County Executive

**RUSSELL STARK**  
Commissioner of Aviation

May 17, 2016

FN 20 16-219

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

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

Anthony J. Picente, Jr.  
County Executive

AIRPORT

Date 5/20/16

Dear County Executive Picente: **WAYS & MEANS**

Griffiss International Airport has been awarded a New York State Consolidated Funding Grant for \$760,000. These funds will be used to establish offices and administrative space at Nose Dock 785. After these renovations are completed Griffiss International Airport has a tenant which will take possession.

It is therefore necessary to amend **Capital Project H-488 – Griffiss Intl. – Nose Dock 785 & 786 Rehab Phase 2 – CFA #58009**, as follows:

	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
Federal Aid – FAA	\$ 6,100,978.	\$ 0.	\$ 6,100,978.
State Aid – FAA	\$ 338,944.	\$ 0.	\$ 338,944.
State Aid – CFA	\$ 0.	\$ 760,000.	\$ 760,000.
Direct Appr.	\$ 338,944.	\$ 0.	\$ 338,944.
Total	\$ 6,778,866.	\$ 760,000.	\$ 7,538,866.

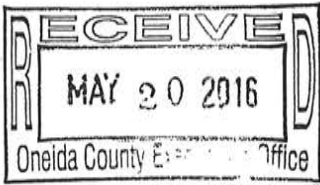
If you approve, please forward this to the Board for their consideration. Thank you and the Board for your kind attention to this request.

Sincerely,

Russell Stark  
Commissioner of Aviation

CC: Comptroller  
County Attorney  
Budget





# Griffiss International Airport

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

**ANTHONY J. PICENTE, JR.**  
County Executive

**RUSSELL STARK**  
Commissioner of Aviation

May 17, 2016

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

FN 20 16-220

AIRPORT

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

WAYS & MEANS

*[Signature]*  
Anthony J. Picente, Jr.  
County Executive

Dear County Executive Picente,

Date 5/20/16

Griffiss International Airport has been awarded a New York State Consolidated Funding Grant in the amount of \$2.1 million. These funds will be used to continue the Griffiss International Radar Upgrade, which was started in February 2015 for UAS Integration. The purpose of the grant is to fund the proposed range instrumentation project, which will upgrade all the radar equipment at Griffiss International Airport. This additional funding is required to be included in the capital project.

It is therefore necessary to amend **Capital Project H-527 – Griffiss Radar Upgrade – CFA #58009**, as follows:

	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
State Aid- NUAIR	\$ 4,000,000.	\$ 0.	\$ 4,000,000.
State Aid - CFA	\$ 0.	\$ 2,100,000.	\$ 2,100,000.
Total	\$ 4,000,000.	\$ 2,100,000.	\$ 6,100,000.

If you approve, please forward this to the Board for their consideration. Thank you and the Board for your consideration in this matter.

Very truly yours,

*[Signature]*  
Russell Stark  
Commissioner of Aviation

CC:  
Comptroller  
County Attorney  
Budget



# Griffiss International Airport



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

ANTHONY J. PICENTE, JR.  
County Executive

RUSSELL STARK  
Commissioner of Aviation

FN 20 16-221

June 1, 2016

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

AIRPORT

## WAYS & MEANS

Dear County Executive Picente:

Griffiss International Airport has to conduct repair/rehabilitation on the hangar doors in Building 100 as they are beyond repair and not functioning anymore. In order to complete these necessary repairs in time for a new tenant to move in, it is necessary to amend Capital Project H-408 – Griffiss International Building 100 Renovation Phase II.

Fortunately, Griffiss International Airport will be receiving rent revenue from the State of New York due to delays in the closing of the former Oneida County Airport. Griffiss will also receive other miscellaneous revenues which were not included in the original 2016 budget which will help to pay for the replacement of the hangar doors.

I therefore request your Board approval for the following 2016 supplemental appropriation:

TO:

AA# A9950.9 Transfer to Capital Fund..... \$ 400,000.00

This supplemental appropriation will be fully supported by revenue in:

RA# A1771.2 Oriskany Rent – Homeland Security..... \$ 300,000.00

RA# A1781 Griffiss Rent – Building 100 – East..... \$ 100,000.00

Total..... \$ 400,000.00

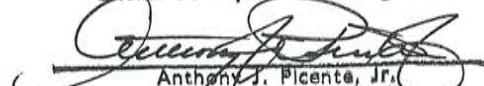
Thank you for the Board's kind attention to this request.

Sincerely,

  
Russell Stark  
Commissioner of Aviation



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

  
Anthony J. Picente, Jr.  
County Executive

Date 6/2/16

# Griffiss International Airport



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

**ANTHONY J. PICENTE, JR.**  
 County Executive

**RUSSELL STARK**  
 Commissioner of Aviation

FN 20 16-222

June 1, 2016

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

AIRPORT

## WAYS & MEANS

Dear County Executive Picente:

Griffiss International Airport has been making repairs to building 100 hangar bay doors (east and west bay) since moving to this location. The operability of the hangar doors has continued to degrade and are beyond repair and are not functioning properly. In an effort to market the facility to prospective tenants for their occupancy and to complete necessary repairs in a timely manner, it is necessary to amend Capital Project H-408 – Griffiss International Building 100 Renovation Phase II.

Fortunately, Griffiss International Airport will be receiving rent revenue from the State of New York due to delays in the closing of the former Oneida County Airport. Griffiss will also receive other miscellaneous revenues which were not included in the original 2016 budget which will help to pay for the rehabilitation of the hangar doors.

It is therefore necessary to amend Capital Project H-408 – Griffiss Intl. – Building 100 Renovation Rehab Phase II as follows:

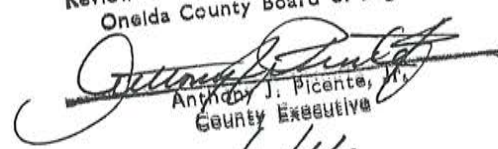
	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
State Aid – 408	\$ 297,172.	\$ 0.	\$ 297,172.
Bonds – 408	\$ 7,145,000.	\$ 0.	\$ 7,145,000.
Direct Appr.	\$ 450,000.	\$ 400,000.	\$ 850,000.
Total	\$ 7,892,172.	\$ 760,000.	\$ 8,292,172.

Thank you for the Board's kind attention to this request.

Sincerely,

  
 Russell Stark  
 Commissioner of Aviation



Reviewed and Approved for submittal to the  
 Oneida County Board of Legislators by  
  
 Anthony J. Picente, Jr.  
 County Executive  
 Date 6/2/16



# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138 • Email: [publichealth@ocgov.net](mailto:publichealth@ocgov.net)

April 28, 2016

FN 20 10-223

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

HEALTH & HUMAN SERVICES

## WAYS & MEANS

Dear Mr. Picente:

Attached are five (5) copies of an Agreement between Oneida County through its Health Department and State University of New York Polytechnic Institute for the provision of an educational program in the discipline of nursing.


The State University of New York Polytechnic Institute has undertaken an education program in the discipline of nursing and is desirous to have an association with the Oneida County Health Department for the purpose of carrying out this program. Oneida County Health Department will provide clinical education learning experiences that are planned, organized and administered by qualified staff and shall facilitate the students' professional growth through mutually agreed upon educational objectives and guidelines, as well as the selection of patients/clients for teaching purposes and educational assignments.

The effective date of this Agreement shall be the date signed by both parties and continue in full force and effect until terminated.

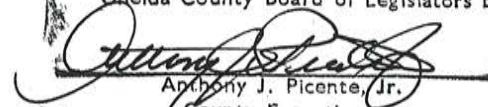
No monies will be exchanged between the parties.

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

Sincerely,

  
Phyllis D. Ellis, BSN, MS, FACHE  
Director of Health



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 5/18/16

Attachments  
cg

**Oneida County Department:**

Competing Proposal: \_\_\_\_\_  
Only Respondent: \_\_\_\_\_  
Sole Source RFP: \_\_\_\_\_  
Other: Renewal

**NAME AND ADDRESS OF VENDOR:**

State University of New York  
Polytechnic Institute  
100 Seymour Road  
Utica, New York 13502

**SUMMARY STATEMENT:** State University of New York Polytechnic Institute has undertaken an educational program in the discipline of nursing and is desirous to have an association with the Oneida County Health Department for the purpose of carrying out an education program. Oneida County Health Department will provide clinical education learning experiences that are planned, organized and administered by qualified staff and shall facilitate the students' professional growth through mutually agreed upon educational objectives and guidelines, as well as the selection of patients/clients for teaching purposes and educational assignments.

**DATES OF OPERATION:** Effective date of this Agreement shall be as of date signed by both parties and shall continue in full force and effect until terminated.

**TOTAL FUNDING REQUESTED:** No monies are being expended

**DEPARTMENT COMMENTS:** Oneida County Health Department partners with several colleges to assist students to meet teaching and educational assignments.

**Expense Account:** A4021.195

**Revenue Account:** No monies are being expended

AFFILIATION AGREEMENT BETWEEN  
ONEIDA COUNTY HEALTH DEPARTMENT AND  
STATE UNIVERSITY OF NEW YORK  
POLYTECHNIC INSTITUTE

This Agreement is made by and between County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, by and through the Oneida County Health Department, , with its principal office located at 800 Park Avenue, Utica NY 13501 (hereinafter referred to as "Affiliate") and the State University of New York, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at University Plaza, Albany, New York 12246, for and on behalf of the SUNY Polytechnic Institute located at 100 Seymour Road, Utica, NY 13502 (hereinafter referred to as "University").

WHEREAS, University has undertaken an educational program in the discipline of Nursing;  
and

WHEREAS, University and Affiliate desire to have an association for the purpose of carrying out said educational program.

NOW, THEREFORE, it is agreed that:

1. The University shall assume full responsibility for planning and executing its educational program in the discipline of Nursing including programming, administration, curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation, and shall bear all costs and expenses in connection therewith. The University further agrees to coordinate the program with Affiliate's designee.
2. The University shall be responsible for assigning students to the Affiliate for practical experience. University shall notify the Affiliate one (1) month in advance of the planned schedule of student assignments to practical duties including the dates, number of students and instructors. The schedule shall be subject to written approval by the Affiliate.
3. The University, at its sole cost and expense, shall provide faculty as may be required for the teaching and supervision of students assigned to the Affiliate for practical experience.
4. The University agrees that at all times students and faculty members are subject to the supervision of the Affiliate and are considered part of the Affiliate's workforce only for purposes of access to and disclosure of protected health information ("PHI"), as defined by 45 CFR 164.501

only. University shall inform students and faculty that they must comply with all rules applicable to both students and faculty while at the Affiliate's facility, and that failure to comply shall constitute a cause for terminating such student's assignment to or such faculty member's relationship with the Affiliate. The Affiliate will provide copies of all policies and procedures to the students and faculty members. The University and Affiliate agree to cooperate with one another's operational, regulatory, licensure and accreditation requirements including but not limited to related surveys, audits and other reviews.

5. Students and faculty members shall respect the confidential nature of all information that they have access to in accordance with the policies and procedures of the University and the Affiliate. The University and Affiliate acknowledge that students and faculty may use patients' personal health information for educational purposes at the Affiliate and as permitted by HIPAA. Information removed from the Affiliate for educational use must be appropriately de-identified as that term is defined in 45 CFR 164.514. Information removed for other purposes as permitted by HIPAA must be removed in a manner approved in writing by the Affiliate prior to removal. Identifiable information removed as permitted by HIPAA may not be used beyond the original purpose unless appropriately de-identified as that term is defined in 45 CFR 164.514. Identifiable information removed as permitted by HIPAA must be destroyed or rendered de-identifiable as soon as practicable once the original purpose for the removal has been satisfied. 6. The University shall advise each student and faculty member that the Affiliate may require, and shall be provided upon its request, the following health information: (a) a physician's statement that the student or faculty member is free from any health impairment which may pose a risk of illness or injury to Affiliate patients or interfere with the performance of his/her assigned duties; (b) PPD (Mantoux) skin test for tuberculosis performed within one year, and a chest x-ray if positive; (c) Td (Tetanus-diphtheria) booster within ten years; and (d) proof of immunity against measles (Rubella) and German measles (Rubeola); such proof is documentation of adequate immunization or serologic confirmation.

7. The Affiliate may terminate any student's or faculty member's assignment from the Affiliate when a student or faculty member is unacceptable to the Affiliate for reasons of health, performance, or for other reasons which, in the Affiliate's reasonable judgment and to the extent allowed by law,

cause the continued presence of such student or faculty member at the Affiliate to be against the best interest of the Affiliate. Any such action will be reported by the Affiliate to the University both orally and in writing.

8. The Affiliate, as it deems necessary and proper, shall make available for student experience classrooms and other facilities, including equipment and supplies, libraries, and cafeteria facilities, consistent with its current policies in regard to availability. The Affiliate shall also provide orientation for the College faculty and students.

9. The Affiliate shall have no responsibility for the transportation of faculty or students.

10. Except as set forth in Paragraph 4 of this Agreement, students and faculty members shall not be deemed to be employees, servants or agents of the Affiliate, but shall be considered invitees. Neither party shall pay the other any compensation or benefits pursuant to this Agreement. The parties acknowledge that the Affiliate is not providing any insurance, professional or otherwise, covering any students or faculty members.

11. The University agrees that it shall secure Workers' Compensation Insurance for the benefit of all faculty and other University employees required to be insured by Workers' Compensation Law, and shall maintain such coverage throughout the duration of this Agreement. For the purposes of Workers' Compensation Law, no student or faculty member is to be considered an employee, servant or agent of the Affiliate.

12. Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, University shall hold the Affiliate harmless from and indemnify the Affiliate for any final judgment of a court of competent jurisdiction for the University's failure to perform its obligations hereunder or to the extent attributable to the negligence of the University or of its officers or employees when acting within the course and scope of this Agreement.

13. The Affiliate shall fully indemnify, defend and save the University, its officers, employees and agents harmless, without limitation, from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, losses, awards, and costs which may finally be assessed against the University in any action for or arising out of or related to this Agreement. The State of New York reserves the right to join in any such claim, demand or suit, at its sole expense, when it determines there is an issue involving a significant public interest.

14. University shall maintain during the term of this Agreement liability insurance, in amounts

not less than \$3,000,000 for bodily injury and property damage combined single limit; and the Affiliate is to be additionally named insured under such liability policy or policies. The persons insured under such policy or policies shall be the students of the State University of New York with respect to liability arising out of their participation in the program carried out under this Agreement. The University's faculty members are covered by the defense and indemnification provisions of section 17 of the Public Officers Law with respect to liability arising out of their participation in the clinical program carried out under this Agreement. The University agrees to notify the Affiliate in writing no less than ten (10) days prior to the cancellation, modification or non-renewal of any insurance coverage. Notwithstanding the foregoing, the Affiliate shall remain liable for direct damages resulting from its negligence.

15. It is mutually agreed that neither party shall discriminate against any student, faculty member, or employee based upon color, religion, sex, sexual orientation, national origin, age, veteran status and/or handicap.

16. The provisions of Exhibit A, State University of New York standard contract clauses, attached hereto, are hereby incorporated into this Agreement and made part hereof. The laws of the State of New York will govern this Agreement, without regard for New York's choice of law statute.

This Agreement contains the entire understanding of the parties with respect to the matters contained herein. In the event of any conflict between the terms and conditions set forth in this Agreement, the following order of precedence shall apply: (1) Exhibit A; (2) this Agreement. 17. The effective date of this Agreement shall be as of date signed by both parties and shall continue in full force and effect until terminated as set forth in this paragraph. This Agreement may be terminated by either party upon ninety (90) days written notice to the other, provided, however, that no such termination shall take effect until the students already placed in the program have completed their scheduled clinical training.

18. For purposes of written notification:

To the UNIVERSITY:

SUNY POLY Nursing Program  
ATTN: Clinical Coordinator  
100 Seymour Road  
Utica, NY 13052

To the AFFILIATE:

Oneida County Health Department  
185 Genesee Street  
Utica NY 13501

AND

Oneida County Department of Law  
800 Park Avenue  
Utica, New York 13501

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below:

By: AFFILIATE

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

\_\_\_\_\_  
Date

By: SUNY POLY

\_\_\_\_\_  
Susan Head  
Associate Vice President of Business Affairs  
100 Seymour Road, Utica, NY  
13502

\_\_\_\_\_  
Date

College of Health Sciences and Management  
100 Seymour Rd.  
Utica, NY 13502  
(315) 792-7295

Date

Address

To Whom It May Concern,

A SUNY Polytechnic Institute student, (Name of Student), majoring in the discipline of Nursing is interested in an internship placement at (Name of Facility). SUNY's standard Affiliation Agreement is enclosed for your review and approval. Once the Agreement is signed and returned, we will return a fully executed copy to you and request liability insurance to cover students during the internship with you.

If you have any questions regarding the internship please contact me at (315)792-7815 or e-mail [marollk@sunyit.edu](mailto:marollk@sunyit.edu). If you have any questions regarding this Agreement please contact Susan Head (315)792-7405 or e-mail [heads@sunyit.edu](mailto:heads@sunyit.edu).

Thank you for your assistance in providing an internship experience for our students.

Sincerely,

Kathleen Marollo RN, MS, ANP-BC, FNP-BC  
SUNY Polytechnic Institute  
Clinical Coordinator/Instructor  
Department of Health Sciences and Management  
100 Seymour Road  
Utica, NY 13502  
Phone: 315-792-7815  
Fax: 315-792-7555  
Email: [marollk@sunyit.edu](mailto:marollk@sunyit.edu)



The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "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. PROHIBITION AGAINST ASSIGNMENT  
Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. COMPTROLLER'S APPROVAL. (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph (3)(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein;

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

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 SUNY of any SUNY-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 on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case

of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief 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 it to SUNY 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 *of seq.*) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, 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 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, 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 SUNY and its representatives and entities 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. SUNY 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 SUNY 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, SUNY's or the State's right to discovery in any pending or future litigation.

#### 11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York 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 University of New York 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 State University of New York 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.

(a) 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:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, 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

(3) 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.

(b) Contractor will include the provisions of "1", "2" and "3", 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 sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY 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, SUNY 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 thereto) and the terms of this Exhibit A, the terms of this Exhibit 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 State Finance Law §165 (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 Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, 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 Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have 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

(5) of the 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, NY 12245  
Tel: 518-292-5220  
Fax: 518-292-5884  
<http://wwwvwww.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., 7th Floor  
Albany, NY 12245  
Tel: 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 SUNY;

(b) The Contractor has complied with the Federal Equal Employment 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 Search 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 SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY 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 of 1994 and

2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, 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, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to 'SUM', the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. 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.

26. 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 SUNY 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 SUNY determines that such action is in the best interests of the State.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

27. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

28. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

## ADDENDUM

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

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

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

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

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

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

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

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

performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:

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

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

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

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

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

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employees of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240.

Notice shall include the identification number(s) of each affected contract.

- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

When applicable to the services provided pursuant to the Contract:

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

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;



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

**5. Non-Assignment Clause.**

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

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

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage

during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

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

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

#### **10. Records.**

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

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

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the

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

#### **12. Conflicting Terms.**

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

#### **13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

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

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

**Contractor**

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

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

Approved as to Form only

\_\_\_\_\_  
Oneida County Attorney



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

120 Airline Street  
Suite 200  
Oriskany, New York 13424

FN 20 16-224

February 26, 2016

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

I am forwarding six (6) copies of the 2<sup>nd</sup> Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and **Center for Family Life and Recovery, Inc.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$178,688.00** for year 2014, **\$254,159.00** for year 2015; and **\$279,316.00** for year 2016. This results in a three year total of **\$712,163.00**. The funding changes for this amendment results in an increase for 2016 in the amount of **\$100,157.00**. The amount reflects a three year amount of **\$662,163.00** in OMH and OASAS State Aid Funding; and a three year County amount of **\$50,000.00**.

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

Respectfully,

*Robin E. O'Brien*

Robin E. O'Brien  
Commissioner



REO/ms  
Encs.

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

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

Date 6/2/16

**Oneida Co. Department: Mental Health**

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Center for Family Life and Recovery, Inc.  
502 Court Street, Suite 401  
Utica, NY 13501

**Title of Activity or Service:** Alcohol Prevention & Education  
Mentally Ill Chemical Abuse (MICA) Network  
Self Help  
Advocacy

**Proposed Dates of Operation:** January 1, 2014 through December 31, 2016

**Client Population/Number to be Served:** Adults with a serious and persistent mental illness; and individuals who are alcohol dependent and require a structured living environment.

**Summary Statements**

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

**a. Oneida County Prevention Council**

The program, Second Step, provides training on prevention of risky behavior at schools, public venues and summer programs in Oneida County.

**b. Mentally Ill Chemical Abuse Network (MICA)**

The program provides substance abuse prevention training/education in the community.

**c. Sexual Offender Treatment Program (SOTP)**

The program provides individual/group/family counseling based on the needs of the participants.

**d. Suicide Prevention Program**

Advocacy for individuals who suffer from mental illness and substance abuse. Services include mentors, providing suicide prevention training, and public education.

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

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives and to prevent recidivism of sex offenders.

**3) Program Design and Staffing**

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with the NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.



**Total Funding Requested:** \$712,163.00

**Account #A4310.49521**

**Oneida County Dept. Funding Recommendation:** \$712,163.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$662,163.00; County \$50,000.00

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

**Past Performance Data:** (N/A)

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

## AMENDMENT

**THIS AMENDMENT** made the twenty-sixth (26<sup>th</sup>) day of February, 2016, by and between **County of Oneida**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), through its' Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **Center for Family Life and Recovery, Inc.**, having its principal office located at 502 Court Street, Suite 401, Utica, NY 13501 (hereinafter referred to as the "Provider").

### WITNESSETH

**WHEREAS**, the County and the Provider have entered into an agreement by which the Contractor is willing to provide services for the Suicide Prevention Programs, the Substance Abuse Prevention Training and Education Programs, the Sex Offender Treatment Programs, and the Chemical Dependence Prevention Programs with a term from January 1, 2014 through December 31, 2016 (the "Original Agreement"); and

**WHEREAS**, the Original Agreement (Contract #014242) was thereafter amended in November 2015 (the "1<sup>st</sup> Amendment", #2967) to reflect changes in state funds; and

**WHEREAS**, the parties desire to enter into a second Amendment of the Original Agreement regarding the following provisions,

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

1. The Original Agreement (Contract #014242; and subsequent amendment #2967) shall be amended to include:
  - a. An increase in the funding for 2016 as follows;
    - i. Chemical Dependence Prevention Programs in the amount of One Hundred Fifty Seven Dollars (\$157.00) for 2016 as a result of additional OASAS state funding;
    - ii. Suicide Prevention Program Services in the amount of One Hundred Thousand Dollars (\$100,000.00) for 2016 as a result of additional OASAS state funding.
2. As a result of the above changes in funds, the Original Agreement shall be amended to include: a new total for year 2016 of Two Hundred Seventy Nine Thousand Three Hundred Sixteen Dollars and no cents (\$279,316.00); and a three year funding total of Seven Hundred Twelve Thousand One Hundred Sixty Three Dollars and no cents (\$712,163.00). The payment schedule is available in Appendix A attached.
3. All other terms of the Original Agreement and the 1<sup>st</sup> Amendment shall remain in effect without change or alteration.

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

**Oneida County**

**Center for Family Life and Recovery, Inc.**

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

By: \_\_\_\_\_  
Cassandra Sheets  
Chief Executive Officer

Approved

\_\_\_\_\_  
Raymond F. Bara  
Assistant County Attorney

CFLR

<b>APPENDIX A CONTRACT BUDGET 2014 - 2016</b>			
	2014		
OMH	\$99,061.00		
OASAS	\$79,627.00		
Total State Aid	\$178,688.00		
County Funds	\$0.00		
<b>TOTAL FUNDING</b>	<b>\$178,688.00</b>		
		<b># Payments</b>	<b>Total Amount</b>
Monthly Voucher Amount January			
- November	\$14,891.00	11	<b>\$163,801.00</b>
Final Voucher Amount December	\$14,887.00	1	<b>\$14,887.00</b>
			<b>\$178,688.00</b>

<b>Total Funding Full Three</b>		
Years:		<b>\$712,163.00</b>
State:		<b>\$662,163.00</b>
County:		<b>\$50,000.00</b>

	2015		
OMH	\$99,061.00		
OASAS	\$105,098.00		
Total State Aid	\$204,159.00		
County Funds	\$50,000.00		
<b>TOTAL FUNDING</b>	<b>\$254,159.00</b>		
		<b># Payments</b>	<b>Total Amount</b>
<b>OMH</b>			
Monthly Voucher Amount January			
- November	\$8,255.00	11	<b>\$90,805.00</b>
Final Voucher Amount December	\$8,256.00	1	<b>\$8,256.00</b>
Supplemental COLA Voucher	\$50,000.00	1	<b>\$50,000.00</b>
			<b>\$149,061.00</b>
		<b># Payments</b>	<b>Total Amount</b>
<b>OASAS</b>			
Monthly Voucher Amount January			
- November	\$6,635.00	11	<b>\$72,985.00</b>
Final Voucher Amount December	\$6,642.00	1	<b>\$6,642.00</b>
Supplemental COLA Voucher	\$25,471.00	1	<b>\$25,471.00</b>
Amount			<b>\$105,098.00</b>

	2016		
OMH	\$99,061.00		
OASAS	\$180,255.00		
Total State Aid	\$279,316.00		
County Funds	\$0.00		
<b>TOTAL FUNDING</b>	<b>\$279,316.00</b>		
		<b># Payments</b>	<b>Total Amount</b>
<b>OMH</b>			
Monthly Voucher Amount			
January - November	\$8,255.00	11	<b>\$90,805.00</b>
Final Voucher Amount			
December	\$8,256.00	1	<b>\$8,256.00</b>
			<b>\$99,061.00</b>
		<b># Payments</b>	<b>Total Amount</b>
<b>OASAS</b>			
Monthly Voucher Amount			
January - November	\$6,674.00	11	<b>\$73,414.00</b>
Final Voucher Amount			
December	\$6,684.00	1	<b>\$6,684.00</b>
Supplemental COLA			
Voucher Amount	\$100,157.00	1	<b>\$100,157.00</b>
			<b>\$180,255.00</b>



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

120 Airline Street  
Suite 200  
Oriskany, New York 13424

FN 20 16-225

February 26, 2016

HEALTH & HUMAN SERVICES

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

WAYS & MEANS



Dear Mr. Picente:

I am forwarding six (6) copies of the 3<sup>rd</sup> Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and **Insight House Chemical Dependency Services, Inc.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$1,543,283.00** for year 2014, **\$1,590,742.00** for year 2015; and **\$1,595,909.00** for year 2016. This results in a three year total of **\$4,729,934.00**. The funding changes for this amendment results in an increase for 2016 in the amount of **\$5,167.00**. The amount reflects a three year amount of **\$4,621,934.00** in OASAS State Aid Funding; and a three year County amount of **\$108,000.00**.

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

Respectfully,

*Robin E. O'Brien*  
Robin E. O'Brien  
Commissioner

REO/ms  
Encs.

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 6/3/16

**Oneida Co. Department: Mental Health**

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Insight House Chemical Dependency Services, Inc.  
500 Whitesboro Street  
Utica, NY 13502

**Title of Activity or Service:** Outpatient Substance Abuse Clinic Treatment; Intensive Residential Treatment and Substance Abuse School-Based Prevention

**Proposed Dates of Operation:** January 1, 2014 through December 31, 2016

**Client Population/Number to be Served:** Adults and Children with an alcohol and/or substance abuse or dependency problem, and their families.

**Summary Statements**

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

**a. Outpatient Substance Abuse Treatment Clinic**

Evaluation/assessment services, referral, individual, family and group counseling, and discharge aftercare planning.

**b. Chemical Dependence Intensive Residential Treatment**

48 bed intensive level of care within a controlled therapeutic environment. Additional skill training is provided in the following areas: vocational and educational, life, parenting, community living, personal hygiene/care, socialization and leisure activities.

**c. Substance Abuse School Based Prevention Services**

Prevention outreach and to community prevention education planning.

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

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

**3) Program Design and Staffing**

The OASAS programs meet the appropriate staffing models developed and monitored by the NYS Office of Alcoholism and Substance Abuse Services (OASAS) in concert with the NYS Division of Budget (DOB) and in conjunction with the NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

**Total Funding Requested:** \$4,729,934.00

**Account #A4310.49515**

**Oneida County Dept. Funding Recommendation:** \$4,729,934.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$4,621,934.00; County \$108,000.00

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

**Past Performance Data:** (N/A)

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

## AMENDMENT

**THIS AMENDMENT** made the twenty-sixth (26<sup>th</sup>) day of February, 2016, by and between **County of Oneida**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the “County”), through its’ Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **Insight House Chemical Dependency Services, Inc.**, having its principal office located at 500 Whitesboro Street, Utica, NY 13502 (hereinafter referred to as the “Provider”).

### WITNESSETH

**WHEREAS**, the County and the Provider have entered into an agreement by which the Contractor is willing to provide services for the Outpatient Substance Abuse Treatment, Chemical Dependency Intensive Residential Treatment, and Substance Abuse School-Based Prevention Services with a term from January 1, 2014 through December 31, 2016 (the “Original Agreement”); and

**WHEREAS**, the Original Agreement was thereafter amended in October 2014 (the “1<sup>st</sup> Amendment,” #015015) to reflect changes in changes in State funds; and

**WHEREAS**, the Original Agreement was thereafter amended in November 2015 (the “2<sup>nd</sup> Amendment,” #2970) to reflect further changes in state funds; and

**WHEREAS**, the parties desire to enter into a third Amendment to the Original Agreement regarding the following provisions,

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

1. The Original Agreement (Contract #014128; and subsequent amendments #015015 and #2970) shall be amended to include:
  - a. An increase in the funding for 2016 as follows:
    - i. Outpatient Treatment in the amount of Five Thousand One Hundred Sixty Seven Dollars (\$5,167.00) for 2016 as a result of additional OASAS state funding.
2. As a result of the above changes in funds, the Original Agreement shall be amended to include: a new total for year 2016 of One Million Five Hundred Ninety Five Thousand Nine Hundred Nine Dollars and no cents (\$1,595,909.00); and a three year funding total of Four Million Seven Hundred Twenty Nine Thousand Nine Hundred Thirty Four Dollars and no cents (\$4,729,934.00). The payment schedule is available in Appendix A attached.
3. All other terms of the Original Agreement, the 1<sup>st</sup> Amendment, and the 2<sup>nd</sup> Amendment shall remain in effect without change or alteration.



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

**Oneida County**

**Insight House Chemical Dependency  
Services, Inc.**

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

By: \_\_\_\_\_  
Donna M. Vitagliano  
President and CEO

Approved

\_\_\_\_\_  
Raymond F. Bara  
Assistant County Attorney

Insight House

**APPENDIX A  
CONTRACT BUDGET 2014 - 2016**

	2014
OASAS	\$1,507,283.00
Total State Aid	\$1,507,283.00
County Funds	\$36,000.00
<b>TOTAL FUNDING</b>	<b>\$1,543,283.00</b>

		# Payments	Total Amount
Monthly Voucher Amount January			
- November	\$128,606.00	11	<b>\$1,414,666.00</b>
Final Voucher Amount December	\$128,617.00	1	<b>\$128,617.00</b>
			<b>\$1,543,283.00</b>

**Total Funding Full Three**

<b>Years:</b>	<b>\$4,729,934.00</b>
<b>State:</b>	<b>\$4,621,934.00</b>
<b>County:</b>	<b>\$108,000.00</b>

	2015
OASAS	\$1,554,742.00
Total State Aid	\$1,554,742.00
County Funds	\$36,000.00
<b>TOTAL FUNDING</b>	<b>\$1,590,742.00</b>

<b>OASAS</b>		# Payments	Total Amount
Monthly Voucher Amount January			
- December	\$125,606.00	12	<b>\$1,507,272.00</b>
Supplemental COLA Voucher Amount	\$47,470.00	1	<b>\$47,470.00</b>
			<b>\$1,554,742.00</b>

<b>COUNTY</b>		# Payments	Total Amount
Monthly Voucher Amount January			
- December	\$3,000.00	12	<b>\$36,000.00</b>
			<b>\$36,000.00</b>

	2016
OASAS	\$1,559,909.00
Total State Aid	\$1,559,909.00
County Funds	\$36,000.00
<b>TOTAL FUNDING</b>	<b>\$1,595,909.00</b>

<b>OASAS</b>		# Payments	Total Amount
Monthly Voucher Amount			
January - November	\$129,561.00	11	<b>\$1,425,171.00</b>
Final Voucher Amount			
December	\$129,571.00	1	<b>\$129,571.00</b>
Supplemental COLA Voucher Amount	\$5,167.00	1	<b>\$5,167.00</b>
			<b>\$1,559,909.00</b>

<b>COUNTY</b>		# Payments	Total Amount
Monthly Voucher Amount			
January - December	\$3,000.00	12	<b>\$36,000.00</b>
			<b>\$36,000.00</b>

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

February 11, 2016

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

FN 20 16-228

**HEALTH & HUMAN SERVICES**

Dear Mr. Picente:

**WAYS & MEANS**

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Enclosed is a Purchase of Services Agreement with Utica Safe Schools/Healthy Students Partnership Inc. for Initial Response Team (IRT) services.

Contract will provide Initial Response Team (IRT) with Family Group Conferencing (FGC) in the Utica School District for children who are at risk of out-of-home placement. The premise of the IRT Family Group Conferencing Model is to provide evidenced-based wrap around support to students who are exhibiting pre-PINS (Persons in need of Supervision) related behaviors such as truancy and incorrigibility.

The term of this Agreement is January 1, 2016 through December 31, 2016. The maximum amount to provide this service is \$150,000.00 with a local cost of 27.18 % or \$40,770.00.

I am respectfully requesting that this matter be forwarded to the Board of Legislators.

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 6/3/16

# 31803

Oneida Co. Department Social Services

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

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

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

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: Utica Safe Schools/Healthy Students Partnership, Inc.  
106 Memorial Parkway  
Utica, New York 13501

Title of Activity or Services: Initial Response Team (IRT)

Proposed Dates of Operations: January 1, 2016 – December 31, 2016

Client Population/Number to be Served: Youth at risk of out of home placement in the Utica School District

**SUMMARY STATEMENTS**

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

Contractor will provide Initial Response Team (IRT) with Family Group Conferencing (FGC) in the Utica School District for children who are at risk of out-of-home placement. The premise of the IRT Family Group Conferencing Model is to provide evidenced-based wrap around support to students who are exhibiting pre-PINS (Persons in need of Supervision) related behaviors such as truancy and incorrigibility.

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

- Program target and outcomes:
  - families will increase their ability to resolve conflict
  - families will show improvement in effective communication skills
  - families will increase their formal and/or informal support network
  - youth will reduce occurrences of unexcused absences
  - youth will reduce their use of drugs
  - youth will reduce their use of alcohol
  - youth will engage in pro-social activities
  - program graduates will avoid out-of-home care within 12 months from graduating the program

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

**Total Funding Requested: \$ 150,000.00**

**Oneida County Dept. Funding Recommendation:** Account # A6070.49547

**Mandated or Non-mandated:** Preventive services are mandated

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

<b>Federal</b>	38.39 %	\$ 57,585.00
<b>State</b>	34.43 %	\$ 51,645.00
<b>County</b>	27.18 %	\$ 40,770.00

**Cost Per Client Served:**

**Past performance Served:** This is the second year the Department has contracted with this provider for this service. Maximum support for this service is \$ 150,000.

**O.C. Department Staff Comments:**

**THIS IS AN AGREEMENT**, by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 800 PARK AVENUE, UTICA, NY 13501, THROUGH ITS DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT), and UTICA SAFE SCHOOLS/HEALTHY STUDENTS PARTNERSHIP, INC., having its principal office at 106 MEMORIAL PARKWAY, UTICA, NEW YORK 13501 (hereinafter called the Agency or Contractor).

**WITNESSETH:**

**WHEREAS**, the Commissioner of Social Services of the County of ONEIDA (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of ONEIDA (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State, and

**WHEREAS**, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

**WHEREAS**, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein; and

**WHEREAS**, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seq of the Social Services Law and 18 NYCRR Parts 405 and 423; and

**WHEREAS**, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:**

SECTION I DEFINITIONS

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

*Utica Safe Schools/Healthy Students Partnership Inc.*  
*Initial Response Team (IRT)*

#31803  
1/1/16-12/31/16

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Part 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as:

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT.

(6). Day Care services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but not less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a women who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(11). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home management services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.



(14). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's family.

#### SECTION II TERM OF AGREEMENT

(18). The term of this Agreement shall be from JANUARY 1, 2016 through DECEMBER 31, 2016. The option to renew this Agreement is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

#### SECTION III SCOPE OF SERVICES

(19). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(20). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(21). The DEPARTMENT shall be responsible for case management which shall include

authorizing the provision of preventive services, approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(22). The CONTRACTOR agrees to provide preventive services in accordance with the program narrative and rates of payment described in Appendix B of this AGREEMENT.

(23). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(24). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153 of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(25). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(26). Case Planning, along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

(27). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(28). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

#### SECTION IV FAIR HEARINGS

(29). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the

CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

#### SECTION V REIMBURSEMENT AND SERVICE FEES

(30). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix B of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

#### SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(31). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(32). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of:

UTICA SAFE SCHOOLS/HEALTHY STUDENTS PARTERSHIP, INC.,  
106 MEMORIAL PARKWAY, UTICA, NEW YORK 13501

and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

(34). The DEPARTMENT agrees to notify the CONTRACTOR with the person assigned to monitoring responsibility for Child Protective Services for the recipients receiving preventive services from the CONTRACTOR.

#### SECTION VII BOOKS, RECORDS AND REPORTS

(35). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the

DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(36). 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.

(37). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(38). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

(39). The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this AGREEMENT. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

(40). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(41). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

#### SECTION VIII ACCOUNTABILITY

(42). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children

within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(43). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(44). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(45). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(46). The CONTRACTOR shall not make any subcontract for the performance of this AGREEMENT without prior written approval of the DEPARTMENT. The assignment of this AGREEMENT, in whole or in part, or of any money due or to become due under this AGREEMENT shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(47). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section III. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

#### SECTION IX COMPLIANCE WITH LAW

(48). 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 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(49). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

#### SECTION X TERMINATION OF AGREEMENT

(50). The CONTRACTOR may be terminated by mutual written agreement of the contracting parties.

(51). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(52). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and CONTRACTOR fails to secure it during the term of this AGREEMENT.

(53). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(54). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(55). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures, including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

SECTION XI

(56). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in any way to be deemed an employee of the COUNTY.

(57). The CONTRACTOR agrees that it will at all times defend, indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(58). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(59). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(60). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(61). CONTRACTOR warrants that it and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

(62). The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. 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.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first

*Utica Safe Schools/Healthy Students Partnership Inc.  
Initial Response Team (IRT)*

#31803  
1/1/16-12/31/16

Page 11 of 50  
above written.

\*\*\*\*\*

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

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente, Jr., Oneida County Executive

\*\*\*\*\*

Approved: \_\_\_\_\_

Amanda Lynn Cortese, Special Assistant County Attorney

\*\*\*\*\*

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

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 5/10/16

Agency: \_\_\_\_\_ Utica Safe Schools/Healthy Students Partnership, Inc. \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Anne Lansing, Executive Director

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APPENDIX A

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
  - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
  - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
  - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, 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, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because 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 hereunder and the purposes of Executive Order # 45 (1977).
  - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- \* (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
  - \* (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
  - \* (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.
- VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.
- VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

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**\*\*Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B  
PURCHASE of SERVICES SPECIFICATION for ONEIDA COUNTY.

Initial Response Team (IRT)  
with  
Utica Safe Schools/Healthy Students Partnership, Inc.

1. Contractor will provide Initial Response Team (IRT) with Family Group Conferencing (FGC) in the Utica School District for children who are at risk of out-of-home placement. The premise of the IRT Family Group Conferencing Model is to provide evidenced-based wrap around support to students who are exhibiting pre-PINS (Persons in need of Supervision) related behaviors such as truancy and incorrigibility.
2. Contractor has expertise and a thorough understanding of the Initial Response Team Model and a thorough understanding of the Social Services system and resources in the community. IRT has been used as a means to facilitate permanency outcomes for youth at-risk of placement out of the home and reduce recidivism for youths involved in the child welfare system.
3. IRT is voluntary, strengths-based approach where the student and their family are empowered to take ownership over the service plan by working with team members to identify their strengths and needs and what supports are necessary for the student to be successful. After a plan is developed the student shall be monitored by the IRT specialist and/or Probation Officer who will monitor progress, ensure follow through and fidelity to the Service Plan goals and objectives, and provide direct services to the student when applicable.
4. Students enrolled in IRT have demonstrated improvements in three key areas that indicate academic success and affect graduation rates; Grades, Attendance, and Discipline. This is accomplished by working with the student and family in a supportive manner, rather than in a punitive fashion, that also holds the student and team members accountable, to follow through on the goals and objectives of the service plan. The student shall receive routine follow up and support to help them identify and overcome challenges in the school and home settings as well as finding ways to better engage them in school through a variety of outlets.
5. The program is for at-risk youth and has been applied in a variety of multiethnic, multicultural contexts to treat a range of youth and their families. Targeted youth generally are at risk for delinquency, violence, substance use, and other behavioral problems.

6. The program shall service at risk youth that have a current open services case with the Department of Social Services. All referrals to program must be approved by the Department.

7. The Contractor agrees to maintain a no refusal policy of any youth to the program referred by the Department.

8. During school closings such as holiday vacations and summer vacations the at-risk youth shall be provided services by the IRT Program, in-home and/or in the community to ensure that the youth has supports to reduce the risk of placement.

9. All reports required of the Contractor herein are required by Federal, State or Local law, rule or Regulation.

10. Duties of the IRT Specialist shall include but are not limited to the following:

- Receive referrals to IRT program and submit to Department for approval;
- IRT will verify approval with the Department;
- Schedule IRT meeting;
- Complete CANS intake;
- Pre-Conference with Probation;
- Facilitate IRT Meeting;
- Establish a IRT Plan;
- Make copies for school, parent, and Department file;
- Weekly monitoring of Plan Agreement and provision of any services outlined in the plan;
- Weekly follow up with school, Department Caseworker and parents to monitor progress;
- Daily/weekly review of school records;
- Completion of weekly activity logs to be given to Department;
- Monthly principal report outlining program progress and copy to Department;
- Complete Initial Screening survey with Parents and School Personnel at Intake and then again after 90-days in the program.

11. The work activities of program shall include but are not be limited to:

- All referrals to this program must be made by Oneida County Department of Social Services. Upon receiving the appropriate referral from the Department of Social Services, the Contractor shall follow the established procedures as agreed upon by both the Department and Contractor.
- Contractor shall make contact with youth and families within twenty-four (24) hours of approval of referral, and notify the referring worker when contact has been made.
- IRT Specialists shall maintain the following documentation: intake paperwork, assessments of the youth and family, and weekly summaries after each visit with the family noting the progress, issues, and concerns. The same shall be submitted to

Department on a weekly basis.

- Department shall be notified immediately if risk of placement escalates based on child or family behaviors.
- Upon completion of program, staff shall complete a closing assessment with the youth and family similar to the intake assessment to evaluate effectiveness of program. A copy shall be provided to Department.
- Upon completion of program IRT follow up with families at three (3) intervals as follows: the first contact is at three (3) months, the second contact at six (6) months and the third contact at twelve (12) months after completion of program utilizing phone contacts.
- Contractor shall provide trainings to the Department on a regular basis to assure program processes are clear and functioning effectively.
- Contractor shall provide reporting and assessment forms acceptable to the Department of Social Services.
- The Contractor shall participate in the Committee on Appropriate Placement (CAP) meetings and other treatment meetings as requested by the Department of Social Services.
- Contractor shall participate in the case planning/service plan meeting scheduled by the Department.
- Program target and outcomes:
  - 60% of families will increase their ability to resolve conflict;
  - 60% of families will show improvement in effective communication skills;
  - 60% of families will increase their formal and/or informal support network;
  - 60% of youth will reduce occurrences of unexcused absences;
  - 60% of youth will reduce their use of drugs;
  - 60% of youth will reduce their use of alcohol;
  - 60% of youth will engage in pro-social activities;
  - 60% of program graduates will avoid out-of-home care within twelve (12) months from graduating the program.
- The Contractor shall provide:
  - a) Linkage to an integrated system of community-based diversion services;
  - b) Promote the development of community-based services as an alternative to institutionalization.
- Contractor shall provide reports to the Department as requested, monthly and a final statistical report of services provided by the Contractor under this program. The Agency shall keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Agency shall provide such reports to the Department on the current status and progress of each recipient of services at intervals required.
- All information contained in the Agency's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR 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.

- o The Contractor shall complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor agrees to maintain program staff for the duration of this agreement and complete a Contract Staff Vacancy Report upon any changes.

12. Total cost of services to the Department shall not exceed \$150,000.00 per the attached budget, payable in equal monthly installments of \$12,500.00. The term of this Agreement shall be from JANUARY 1, 2016 through DECEMBER 31, 2016. The option to renew this Agreement is at the sole discretion of the County and the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

13. The Contractor will bill monthly on vouchers with Contract number and Name provided by the Department. The vouchers will have attached:

- A. Statement of monthly expenditures by category;
- B. Staff wages by name;
- C. Listing of "Itemized Individual Billing for Preventive Services" with Case name, Case number, Case Manager's name, and Services and Contacts provided;
- D. Other data which shall be mutually agreed upon.

14. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party will give notice in writing of its intention not to renew the Agreement.

15. The Contractor agrees to prepare and provide the department any and all monthly reports required by the County and State Governments.

16. Financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and / or federal personnel. Agency financial records for the contracted program must be completed and available to the Department of Social services fiscal staff for review and Audit upon request.

17. The contractor agrees that the equipment purchased under this contract is the property of the department and shall revert to the Department upon any termination or failure to renew the contract.

18. The Agreement can be terminated with a 30 day written notice by either party.

19. PERFORMANCE OF SERVICES:

A. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the County. Contractor shall be solely responsible for determining the



location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

B. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.

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

D. Contractor shall inform the County within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. Contractor maintains the right to do so at any time, and County maintains the right to contract with other individuals or entities to perform the same services.

## 20. INDEPENDENT CONTRACTOR STATUS:

A. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

B. Contractor warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of Contractor's income, or (2) that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. 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.

D. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

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

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

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

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

21. Contractor is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

22. Contractor shall not be required to attend or undergo any training by the County, other than those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein, Contractor shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

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

Appendix B – Total Program Budget  
Utica Safe Schools/Healthy Students Partnership Inc.  
Initial Response Team (IRT)  
January 1, 2016 – December 31, 2016

Staffing:	
3 Full-time Diversion Specialists	\$ 79,000.00
.5 Full-time Program Supervisor	\$ 27,500.00
.15 Full-time Data Specialist	\$ 8,250.00
Total Salaries	\$ 114,750.00
Fringe Benefits	\$ 36,418.00
Total Personnel Services	\$ 151,168.00
Operating Expenses:	
Program cost: 50 Positions for IRT Students in Advantage After-School Programs	\$ 68,750.00
AOH 15% - Insurance, Supplies Equipment, etc..	\$ 32,988.00
Total Operating Expenses	\$ 101,738.00
Total IRT Program Cost	\$ 252,906.00

Oncida County Department of Social Services  
Reimbursement for IRT Services provided through  
Utica Safe Schools/Healthy Students Partnership Inc.  
January 1, 2016 through December 31, 2016

Maximum cost to Department: will not exceed: \$150,000.00, payable in equal monthly installments of \$12,500.00.

## APPENDIX C

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES 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 by:
  - 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 Commissioner of Social Services 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 the 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, and/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 termination 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.
  - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

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](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 an 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 and/or client identifiable information concerning such youth.

- c. 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."

- d. 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.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services  
Contract Administration Office, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

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 or 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 the 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 Department, 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 defend and 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 or omissions 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 from 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) per incident and not less than three million (\$ 3,000,000) aggregate. 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) per incident and not less than three million (\$3,000,000) aggregate. 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) per incident and not less than three million (\$3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, 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.

The Contractor attests they have not been debarred 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.

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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.

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

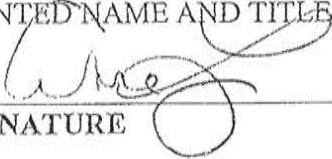
Utica Safe Schools/Healthy Students Partnership, Inc.

NAME OF CONTRACTED AGENCY

Anne Lansing, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



5/10/16  
DATE

**Oneida County Department of Social Services  
Contractor and Contract Staff  
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of \_\_\_\_\_, (the  
Name of Contract Agency

"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Witness: \_\_\_\_\_

Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1<sup>st</sup> day of January, 2016, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

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

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an

- officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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



- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

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

intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

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

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

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

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection,

auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

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

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

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

#### **12. Conflicting Terms.**

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

#### **13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

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

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

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

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

days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

County of Oneida

Contractor

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

By:  \_\_\_\_\_  
Anne Lansing  
Executive Director

Approved:

\_\_\_\_\_  
Amanda Lynn Cortese  
Special Assistant County Attorney

**PUBLIC DEFENDER**  
*Frank J. Nebush, Jr., Esq.*

**Oneida County Public Defender**  
**Criminal Division**

**CHIEF APPELLATE COUNSEL**  
*Patrick J. Marthage, Esq.*

**CHIEF TRIAL COUNSEL**  
*Leland D. McCormac III, Esq.*

Utica City Court  
411 Oriskany Street, West  
Utica, New York 13502  
Telephone: (315) 735-6671  
Fax: (315) 724-3407

**Main Office**  
250 Boehlert Center at Union Station  
321 Main Street  
Utica, New York 13501  
Telephone: (315) 798-5870 • Fax: (315) 734-0364  
e-mail: [Pubdef@ocgov.net](mailto:Pubdef@ocgov.net)

**INVESTIGATOR'S OFFICE**  
*James J. Larabee, Sr. Investigator*

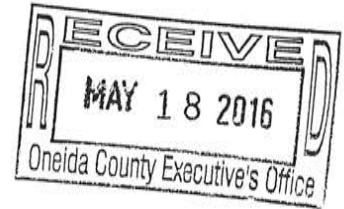
Rome City Court  
100 West Court Street  
Rome, New York 13440  
Telephone: (315) 334-7012  
Fax: (315) 334-1196

Friday, May 13, 2016

FN 20 16-229

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

**PUBLIC SAFETY**  
**WAYS & MEANS**



**Re: Certification of Section 606 Expenses**

Shawn Adams, Alexander Arguedas, Corey Blair, Muhsin Butler, Jeffery Demosthene, Dondre Ellis-Vasquez, Keon Hart, Kevin Hiralall, Sircarl Jordan, John Lugo, Hakeem R. Milton, Johnny Nunez, Donte P. Oakes, Gilbert A. Pidgeon, Kerven Plasencia, Edwin Ramos, Michael Rodriguez, Chak Srown, Hilbert Stanley, Aaron Stevenson, Ruben Vargas, and Steven G. Williams being inmates of the State of New York.

Dear Mr. Picente:

Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients.

Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,

Frank J. Nebush, Jr.

Oneida County Public Defender, Criminal Division



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

Anthony J. Picente, Jr.  
County Executive

Date 5/18/16



PROPOSED RESOLUTION

WHEREAS, certain inmates in the custody of the New York State Department of Correctional Services were charged with crimes while residing in a New York State correctional facility located in the County of Oneida, and said inmates having required the services of the Oneida County Public Defender, Criminal Division to represent them before the various courts in Oneida County while incarcerated herein, and

WHEREAS, the Oneida County Public Defender, Criminal Division duly represented said inmates, and

WHEREAS, Section 606 of the Correction Law of the State of New York mandates reimbursement for such services to the County of Oneida for such legal defense, and

WHEREAS, the Oneida County Public Defender, Criminal Division has certified to the Oneida County Board of Legislators that the expenses incurred by him while undertaking said legal representation amounted to the sum of **\$9,174.82** for undertaking the legal defense of:

Shawn Adams, Alexander Arguedas, Corey Blair, Muhsin Butler, Jeffery Demosthene, Dondre Ellis-Vasquez, Keon Hart, Kevin Hiralall, Sircarl Jordan, John Lugo, Hakeem R. Milton, Johnny Nunez, Donte P. Oakes, Gilbert A. Pidgeon, Kerven Plasencia, Edwin Ramos, Michael Rodriguez, Chak Srown, Hilbert Stanley, Aaron Stevenson, Ruben Vargas, and Steven G. Williams being inmates of the State of New York.

WHEREAS, we have examined the documents provided by the Oneida County Public Defender, Criminal Division and find them to be a true and accurate account of his expenses concerning these matters,

NOW, THEREFORE BE IT RESOLVED, that this resolution and the vouchers, documents and affidavits of the Oneida County Public Defender, Criminal Division be forwarded to the Budget and Finance Office of the New York State Department of Correctional Services as required by Section 606 of the Correction Law and Title 7, Part 410 of the New York Code of Rules and Regulations for payment.

**In the Matter of the Claim of the  
Oneida County Public Defender, Criminal Division**

under Section 606 of the Correction Law for Payment  
of Legal Expenses Incurred in the Defense of Inmates  
of the State of New York

**AFFIDAVIT IN SUPPORT OF  
CLAIM FOR PAYMENT OF  
OF  
SECTION 606 EXPENSES**

STATE OF NEW YORK     ) ss:  
COUNTY OF ONEIDA     )

Frank J. Nebush, Jr., being duly sworn, deposes and says:

1. I am a duly licensed attorney-at-law in the State of New York and the Public Defender, Criminal Division in and for the County of Oneida and make this affidavit for the purpose of certifying to the Oneida County Board of Legislators and the State of New York that the legal services of the attorneys and staff assigned to the above-mentioned matters are true and accurate.

2. All rates for legal services are based upon Section 722-b of the County Law of the State of New York.

3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit:

Shawn Adams, Alexander Arguedas, Corey Blair, Muhsin Butler, Jeffery Demosthene, Dondre Ellis-Vasquez, Keon Hart, Kevin Hiralall, Sircarl Jordan, John Lugo, Hakeem R. Milton, Johnny Nunez, Donte P. Oakes, Gilbert A. Pidgeon, Kerven Plasencia, Edwin Ramos, Michael Rodriguez, Chak Srown, Hilbert Stanley, Aaron Stevenson, Ruben Vargas, and Steven G. Williams being inmates of the State of New York.

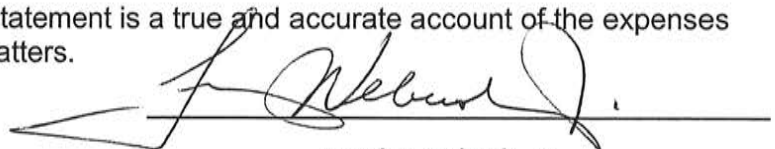
A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

TOTAL OF EXPENSES

People v. Shawn Adams	\$114.51
People v. Alexander Arguedas	\$247.77
People v. Corey Blair	\$794.38
People v. Muhsin Butler	\$114.51
People v. Jeffrey Demosthene	\$114.51
People v. Deondre Ellis-Vasquez	\$133.26
People v. Keon Hart	\$266.52
People v. Kevin Hiralall	\$762.37
People v. Sircarl Jordan	\$379.02
People v. John Lugo	\$858.67
People v. Hakeem R. Milton	\$114.51
People v. Johnny Nunez	\$439.97
People v. Donte P. Oakes	\$304.02
People v. Gilbert A. Pidgeon	\$811.70
People v. Kerven Plasencia	\$172.77
People v. Edwin Ramos	\$758.03
People v. Michael Rodriguez	\$398.79
People v. Chak Srown	\$429.53
People v. Hilbert Stanley	\$400.65
People v. Aaron Stevenson	\$989.80
People v. Ruben Vargas	\$114.51
<u>People v. Steven G. Williams</u>	<u>\$455.02</u>
<b>TOTAL</b>	<b>\$9,174.82</b>

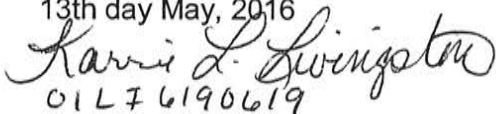
I hereby certify that the above statement is a true and accurate account of the expenses incurred in the defense of the above matters.

Dated: May 13, 2016



Frank J. Nebush, Jr.

Subscribed and sworn to before me this  
13th day May, 2016



01176190619

KARRIE L. LIVINGSTON  
Notary Public, State of New York  
Qualified in Oneida County  
My Commission Expires 7/20/16





ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue • Utica, New York 13501-2975
(315) 798-5910 • Fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

FN 20 16-230

May 26, 2016

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

Re: License Agreement for Rome Public Safety Tower Project

Dear County Executive Picente:

Enclosed, please find a License Agreement that will allow the County and our designees access to the proposed public safety radio tower site for the purposes of doing a complete survey of the property and soil boring. These activities are necessary prior to the execution of a lease for the property, so that we can obtain the exact description of the portion of the parcel we will lease, as well as to ensure that the site is viable for construction.

There is no cost associated with this Agreement.

If the enclosed meets with your approval, kindly forward the same to the Board of Legislators for action at their next meeting. Should you have any questions or concerns, or should you require any additional information, please do not hesitate to contact me.

Sincerely,

[Handwritten signature of Amanda Lynn Cortese]

Amanda Lynn Cortese
Special Assistant County Attorney



Enclosures

cc: Kevin Revere, Director of Emergency Services

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
[Signature]
Anthony J. Picente, Jr.
County Executive
Date 5/31/16

Oneida Co. Department:

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

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name & Address of Vendor:**

City of Rome  
198 N. Washington Street  
Rome, New York 13440

**Title of Activity or Service:**

Temporary License Agreement – Rome Public Safety  
Tower project

**Proposed Dates of Operation:**

5/30/16 – 6/30/16

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

**Summary Statements**

1) Narrative Description of Proposed Services: To allow the County and our designees access to the proposed public safety radio tower site for the purposes of completing a survey of the property and soil boring.

2) Program/Service Objectives and Outcomes: To obtain the exact description of the portion of the parcel we will lease, as well as to ensure that the site is viable for construction

3) Program Design and Staffing:

**Total Funding Requested:** \$0.00

**Account #:** A411.495

**Oneida County Dept. Funding Recommendation:** No cost.

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

**Cost Per Client Served:**

**Past Performance Data:**

**O.C. Department Staff Comments:**

## TEMPORARY LICENSE AGREEMENT

THIS Agreement (“**Agreement**”), made this 27<sup>th</sup> day of May, 2016, by and between the **CITY OF ROME, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 198 North Washington Street, Rome, New York, hereinafter referred to as “**CITY**”, and **THE COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, having a principal business located at 800 Park Avenue, Utica, New York as “**LICENSEE**”, consists of the following recitals, promises and agreements.

### RECITALS

**WHEREAS**, **LICENSEE** desires to enter onto **CITY’S** property for purposes of conducting a property survey and soil boring examination; and

**WHEREAS**, the property survey and soil boring examination are prerequisites to emergency radio tower construction and placement on premises, identified in Exhibit A attached hereto; and

**WHEREAS**, the **CITY** is desirous of allowing the **LICENSEE** to enter into and upon **Premises** and that doing so is in the best interest of the City of Rome; and

**WHEREAS**, the parties desire to enter into this agreement specifying each of their respective rights, duties and obligations with respect thereto;

**NOW, THEREFORE**, in consideration of good and valuable consideration paid by each party to the other, and the mutual covenants and promises contained herein, the receipt of which is hereby acknowledged, **CITY** and **LICENSEE** agree as follows:

1. **TEMPORARY LICENSE; SCOPE – LICENSEE**, or **LICENSEE’S** agents, assigns or designee(s), are hereby granted the temporary, non-exclusive and revocable license (hereinafter as “**License**”) to enter onto, into or over **Premises**, known as “0.814+ Acre” (portion of Tax Parcel 241.000-1-5.1) which is more specifically set forth in Exhibit “A” for the purpose of conducting a property survey and soil boring examination. The **License** will be effective on May 30, 2016 through June 30, 2016, or at such other time as may be agreed by the parties hereto.

2. **COSTS AND EXPENSES –CITY** shall have no obligation to provide any equipment, services or personnel to **LICENSEE** in order for **LICENSEE** to utilize the **License** granted hereunder. **LICENSEE** expressly acknowledges and agrees that **LICENSEE** will bear all reasonable costs and expenses of utilizing the License, including, but not limited to: setting up; providing equipment, signage; etc. for the property survey and soil boring exam. **LICENSEE** shall be completely and fully responsible to ensure that use of the **License** granted hereunder shall be done in a safe manner and that same does not interfere with **CITY’S** use of the **Premises** and/or ingress/egress of the public. **LICENSEE** shall ensure that all employees, agents, assigns, students and designees are properly supervised by personnel of the **LICENSEE**,

or **LICENSEE'S** agents, assigns or designee(s). **LICENSEE** agrees to adhere to the directives and/or requests of **CITY** regarding the portion of the **Premises** to be used under this **License**.

3. **LACK OF WARRANTIES; NO ENDORSEMENT** – **CITY** does not make any guarantees or warranties to **LICENSEE** regarding the number of patrons, employees or members of the public, and further, to the extent necessary or applicable, **CITY** expressly disclaims any and all warranties, whether express, implied or otherwise inferred. **FURTHER, LICENSEE EXPRESSLY ACKNOWLEDGES THAT THIS LICENSE IS NON-EXCLUSIVE AND THAT, BY PERMITTING LICENSEE THE RIGHTS GRANTED HEREUNDER, CITY IS NOT EXPRESSLY OR IMPLICITLY ENDORSING LICENSEE OR ANY OF ITS PRODUCTS AND THAT LICENSEE IS PROHIBITED FROM CONVEYING, IMPLYING, ADVERTISING OR COMMUNICATING (IN ANY WAY) THAT CITY ENDORSES LICENSEE OR ITS PRODUCTS.**

4. **RELEASE OF LIABILITY/IDEMNIFICATION** –**LICENSEE**, it agents, assigns, and designees agrees to forever release and discharge **CITY**, its agents, employees, officers and assigns, and to hold **CITY**, its agents, employees, officers and assigns, harmless from any and all liability, actions, causes of action, claims, suits, judgments and demands whatsoever, including claims for contribution, arising from and by reason of the **License** granted hereunder. This release shall apply to any and all claims for bodily or personal injury, death, or damage to property which have been or which may hereafter be sustained by **LICENSEE**, its agents, employees, officers, assigns and patrons, as a result of any action undertaken by **LICENSEE** under this **Agreement**; regardless of whether said claims were known or unknown, foreseen or unforeseen.

To the fullest extent permitted by applicable law, **LICENSEE** agrees that it shall indemnify, defend and hold harmless **CITY** from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from personal injury or death to person(s), property damage, and for anything and everything whatsoever arising from or out of the **License** of **LICENSEE** and its agents, servants, subcontractors or employees, and from any loss or damage arising from the negligent acts or failure to act or any default or negligence by **LICENSEE** or failure on the part of **LICENSEE** to comply with any of the covenants, terms or conditions of this **Agreement**.

5. **INSURANCE**-- **LICENSEE** agrees that it will at its own expense, at all times during the term of this **License 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. **LICENSEE** agrees to provide the City of Rome with certificates showing that **LICENSEE** has obtained the required Worker's Compensation and Disability Benefits coverage, or to submit proof that **LICENSEE** is not required by law to provide such coverage.

**LICENSEE** agrees that it will at its own expense, at all times during the term of this **Agreement**, procure and maintain in force a policy of general liability 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 any general liability arising from the



services to be provided hereunder. The liability coverage of such insurance shall not be less than \$1,000,000.00 for property damage and not less than \$1,000,000.00 for personal injury and death, or in the alternative, blanket coverage for \$2,000,000.00. **LICENSEE** agrees to have **CITY** named as an additional insured to said policy, and to provide **CITY** with a certificate from said insurance company or companies showing **CITY** as an additional insured prior to the execution of this License Agreement, and to provide that such coverage shall not be terminated without prior written notice to **CITY** at least fifteen (15) days prior to said termination.

6. **TERMINATION** – **CITY** may, with or without cause, terminate this **Agreement** upon ten (10) days prior written notice to **LICENSEE**, without prejudice to any other remedy **CITY** may have, by statute or otherwise.

7. **NOTICE** – Any notice required or permitted to be given shall be deemed properly given at the time it is personally delivered or mailed, properly addressed and postage paid, to the addresses specified below, or to such other address as may be specified by either party in writing:

The City of Rome  
Attention: Office of the Corporation Counsel  
City Hall-198 North Washington Street  
Rome, New York 13440

The County of Oneida  
Attention: Department of Law  
800 Park Avenue, 10<sup>th</sup> Floor  
Utica, New York 13501

8. **WAIVER** – Any waiver by any of the parties of any of the provisions of this Agreement shall not imply any preceding or subsequent waiver of that or any other provision of this Agreement.

9. **ASSIGNMENT** – No assignment by either party of any rights under this **Agreement** or delegation of any duties under this Agreement, shall be binding upon the other party unless and until its written consent has been obtained.

10. **PARTIAL INVALIDITY** – If any provision of this **Agreement** or any part hereof is or becomes void or unenforceable by force or operation of law, all other provisions shall remain valid and enforceable.

11. **ENTIRE AGREEMENT/MODIFICATION** – This **Agreement** contains the entire understanding of the parties, and there are no other statements, agreements, or understandings of and between the parties unless specifically stated herein, and any alleged oral statements, agreements and/or understandings shall not be valid or binding on any of the parties hereto. Further, this **Agreement** shall not be changed or modified, except by a written document executed by all of the parties hereto and with the same formality as this **Agreement**.

IN WITNESS WHEREOF, the parties have executed this **Agreement** for the purposes herein expressed on the days and year first written above.

**CITY OF ROME, NEW YORK**

By: \_\_\_\_\_  
JACQUELINE M. IZZO  
MAYOR

**LICENSEE: COUNTY OF ONEIDA**

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared Jacqueline M. Izzo, who being duly sworn, did depose and say that she is the Mayor for the City of Rome, New York, a party herein described, and that she executed the within instrument and signed her name thereto by like order.

\_\_\_\_\_  
Notary Public / Commissioner of Deeds

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, who being duly sworn, did depose and say that he/she is the \_\_\_\_\_ of The Savoy, a party herein described, and that he/she executed the within instrument and signed his/her name thereto by like order, and that by signing, the entity of which behalf he/she executed this instrument executed same.

\_\_\_\_\_  
Notary Public/Commissioner of Deeds

PURSUANT TO SECTION 171 OF THE ROME CITY CHARTER,  
I HEREBY CERTIFY THAT THE CITY OFFICER WHO  
ENACTED THE SUBJECT CONTRACT ON BEHALF OF  
THE CITY OF ROME HAD AUTHORITY AND POWER  
TO SO ACT AND THAT SUCH CONTRACT IS IN  
PROPER FORM AND PROPERLY EXECUTED.

THE CITY OF ROME, NEW YORK

BY: \_\_\_\_\_  
GERARD F. FEENEY  
CORPORATION COUNSEL

Approved, Oneida County Law Department:

  
\_\_\_\_\_  
Amanda Lynn Cortese  
Special Assistant County Attorney



ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER

ANTHONY J. PICENTE, JR.  
County Executive

KEVIN W. REVERE  
Director

120 Base Road ♦ Oriskany, New York 13424  
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

FN 20 16-231

February 4, 2016

PUBLIC SAFETY

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

WAYS & MEANS

Dear County Executive Picente,

Enclosed please find three (3) copies of the contract between Oneida County Emergency Services and Langone and Associates regarding Oneida County Radio Frequency's.

They will provide assistance in upgrading the Radio Frequency System in Oneida County. Their services will also include researching, obtaining and licensing additional radio frequencies for Public Safety.

I would also like to request the Board of Legislators approval on this contract.

If I can be of further assistance, please feel free to contact me

Thank You.

Sincerely,

Kevin W. Revere  
Director of Emergency Services



kmg

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

Anthony J. Picente, Jr.  
County Executive

Date 6/3/16

Oneida Co. Department Emergency Services

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

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

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization** Langone & Associates  
87 Emerald Court  
Tewksbury MA 01876

**Title of Activity or Services:** : Radio Frequency Project

**Proposed Dates of Operations:** January 1, 2016 until December 31, 2016

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

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:** Assist in upgrading The Radio Frequency System in Oneida County.

**2). Program/Service Objectives and Outcomes:** Primary objective is to provide Oneida County with additional radio frequencies to improve public safety

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

**Total Funding Requested:** \$56,530.00      **Account:** #H533

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

**Proposed Funding Source (Federal \$ /State \$ / County \$):** 100% State

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

**Past performance Served:** N/A

**O.C. Department Staff Comments:**

## Oneida County E-911 Radio License Contract

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 2016; by and between the **ONEIDA COUNTY**, a New York municipal corporation, with offices at the County Office Building, 800 Park Avenue, Utica, New York, 13501, by and through its **DEPARTMENT OF EMERGENCY SERVICES** (hereinafter referred to collectively as the "County"), and **LANGONE & ASSOCIATES**, with offices located at 87 Emerald Court, Tewksbury, MA 01876 (hereinafter referred to as the "Contractor").

### WITNESSETH

WHEREAS, the County desires to establish policies, procedures, protocols and directives to more efficiently and effectively deliver its services in an effort to meet established industry standards and practices; and

WHEREAS, the County has published a public notice, (RFP #2015-149) for the purposes of receiving proposals to research, obtain and license additional radio frequencies for use in public safety; and

WHEREAS, in furtherance thereof, the County has selected from those proposals received the aforementioned Contractor to perform the requisite services and to assist in the preparation and administration of the County's "Radio License Project;" and

WHEREAS, the Contractor possesses the requisite skills and experience to provide such services as are set forth in said terms below,

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

1. **TERM:** The term of this Agreement shall be from January 1, 2016, until December 31, 2016.
2. **FEES:** Based on the proposal submitted by the Contractor, and attached hereto as "Exhibit A," the County and the Contractor agree to the following:
  - a. The Contractor shall provide the services of researching, obtaining and licensing additional radio frequencies for use in public safety for a comprehensive assessment of the VHF spectrum environment to support the county radio system.
  - b. The County shall pay to the Contractor the hourly rate of One Hundred Fifty dollars (\$150.00) per hour, not to exceed Fifty Six Thousand, Five Hundred Thirty and 00/100 Dollars (\$56,530.00) for the length of this Agreement for the services provided by the Contractor under the terms of this Agreement. Contractor shall be paid monthly upon presentation to the Oneida County Comptroller of properly completed vouchers. Included with the monthly voucher will be a detailed report of the monthly activities of the contractor.

- c. The County agrees that the Contractor is not responsible for the payment of any fees or registration expenses associated with the tasks outlined below.
3. **SCOPE OF SERVICES:** The following outlines the specific sequence of tasks that will be provided to meet the County's requirement. These services can also be found on the "Preliminary Project Schedule" as more fully described within the aforementioned "Exhibit A."
- a. Review all information regarding existing county or local agency VHF frequencies that may be available to be reviewed at a kickoff meeting to discuss the latest system parameters.
  - b. Identify system technical parameters that provide acceptable radio coverage.
  - c. Access the FCC database and download VHF frequencies within an appropriate radius from the County.
  - d. Analyze these frequencies to determine candidate frequencies for additional analysis.
  - e. For each candidate frequency, develop service and interference contours for all co-channel and adjacent frequencies from the FCC and Canadian databases.
  - f. For each candidate frequency, analyze these contours to identify those frequencies that appear feasible for use by the County at two (2) sites to support the desired system configuration.
  - g. If Letters of Concurrence are required, provide an assessment of the feasibility of obtaining the letters.
  - h. Prepare a draft report that includes the information developed in the above tasks.
  - i. Include in the report, service and interference contours that can be used for filing frequency coordination forms and FCC Form 601.
  - j. Prepare and file the frequency coordination form, FCC Form 601 and necessary attachments; (County is responsible to pay the coordination fees).
  - k. Prepare a slow growth plan for system completion, if necessary, to allow a multi-year implementation.
  - l. Prepare and File FAA Forms, if required.
  - m. Prepare Environmental Notification(s) for new radio towers, if required.
  - n. Obtain antenna site registration (ASR) numbers, if required.
  - o. Complete a needs assessment.

- p. Interview user agencies.
- q. Develop a requirements document based on input from County officials and user agency representatives.
- r. Present the recommendations to County officials and user agency representatives.
- s. Develop technical specifications for the approved system.
- t. Assist with the procurement process.

4. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice of termination to the other party. At such time as either party may elect to terminate the Agreement, all files, documents, reports and other papers in the possession of the Contractor under the terms of this Agreement shall be returned to the County along with a final report from the Contractor as to the then current status of each file. At such time as either party may elect to terminate this Agreement, the payments to the Contractor shall be made as of and to the date of termination.

5. **INDEMNIFICATION.** The Contractor shall indemnify the County against any claims, demands, proceedings, actions, damages, costs and expenses incurred as a consequence of any act or failure to act by Contractor in fulfilling its obligations and responsibilities under the terms of this Agreement. It is understood by the Contractor that all information exchanged is considered confidential and will be used solely for the purpose outlined in this contract.

6. Contractor shall meet with the County on reasonable notice and at reasonable times and locations to permit the County to inspect or audit any and all files controlled or supervised by the Contractor under this Agreement.

7. The Contractor shall not display the County's name in any manner, including, without limitation, for the purpose of promotion, development or acquisition of new business for the Contractor.

8. **PERFORMANCE OF SERVICES.**

a. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the County. 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 County.



b. Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

c. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.

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

e. Contractor shall inform the County within twenty-four (24) hours if he is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. Contractor maintains the right to do so at any time, and the County maintains the right to contract with other individuals or entities to perform the same services.

**9. INDEPENDENT CONTRACTOR STATUS.**

a. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

b. Contractor warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of Contractor's income, or (2) that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

c. 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.

d. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

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

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

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

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

10. **EXPENSES.** Contractor is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

11. **TRAINING.** Contractor shall not be required to attend or undergo any training by the County. Contractor shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

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

13. **RESPONSIBLE VENDOR.** 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 County 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 County

prior to entering into this Agreement. The actions that would potentially establish a basis for a finding by County that the Contractor is a non-responsible vendor include:

- a. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- b. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- c. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor.
- d. 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.
- e. 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.
- f. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities.
- g. The Contractor has engaged in any other actions of a similarly serious nature.
- h. Where the Contractor has disclosed any of the above to the County, County may require as a condition precedent to entering into the Agreement that the Contractor agree to such additional conditions as will be necessary to satisfy the County that the vendor is and will remain a responsible vendor. By signing this Agreement, the Contractor agrees to comply with any such additional conditions that have been made a part of this Agreement.
- i. By signing this Agreement, the Contractor also agrees that during the term of the Agreement, the Contractor will promptly notify the County if the Contractor engages in any actions that would establish a basis for a finding by County that the Contractor is a non-responsible vendor, as described above.

**14. CONFIDENTIALITY.** The Contractor shall hold in strict confidence all records and disclose information and data in such records only to persons or entities as authorized or required by law. The Contractor further 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 Agreement. 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 Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its employees, agents or representatives shall be cause for immediate termination of this Agreement.

15. **INSURANCE.** The Contractor shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$2,000,000 annual aggregate during the term of this Agreement. The Contractor shall also maintain commercial general liability insurance and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$2,000,000 annual aggregate. The Contractor further agrees to provide that such coverage shall not be terminated without prior notice to the County of at least (30) days. Documents detailing this coverage shall be provided in accordance with the following details and definitions:

a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

i) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.

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

iii) County and all other parties required of the County shall be included as additional insureds on the CGL. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations.

b. Professional Liability coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

c. Workers Compensation and Employers Liability according to statutory limits.

d. Commercial Umbrella

i) Umbrella limits must be at least \$5,000,000.

ii) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

iii) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.

16. The Contractor attests it has 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 County shall have the option to immediately terminate this Agreement upon providing written notice to the

Contractor. In such an event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

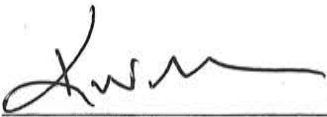
17. All notices required herein shall be served on or mailed to the parties at the addresses indicated above.

18. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. 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.

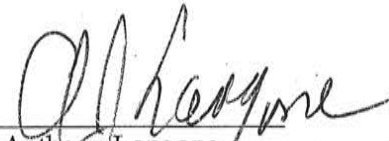
19. This Agreement shall be governed by the laws of the State of New York

IN WITNESS WHEREOF the County and the Contractor have signed this Agreement on the day and year first above written.

EMERGENCY SERVICES:

By:   
Kevin W. Revere  
Director of Emergency Services

CONTRACTOR:

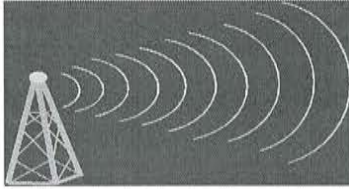
By:   
Anthony Langone  
Owner/Principal

ONEIDA COUNTY:

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

Approved

\_\_\_\_\_  
Raymond F. Bara, Esq.  
Assistant County Attorney



**Langone & Associates**  
**A Wireless Consulting Company**

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***ONEIDA COUNTY  
911 CENTER  
RADIO FREQUENCY PROJECT  
RFP - #2015-149***

***PROPOSAL FOR THE IDENTIFICATION  
OF VHF RADIO SPECTRUM FOR A  
NEW COUNTY INTEROPERABLE  
RADIO COMMUNICATIONS SYSTEM  
TO SUPPORT MULTIPLE AGENCIES  
THROUGHOUT THE COUNTY***

***FEBRUARY 20, 2015***

***USB FLASH DRIVE COPY***

**SECTION 1**

**LETTER OF INTRODUCTION**

**OUTLINE OF THE COMPANY**

**SECTION 2**

**RESUMES**

**SKILLS MATRIX**

**SECTION 3**

**SCOPE OF WORK**

**SAMPLE MONTHLY REPORT**

**SAMPLE FREQUENCY REPORT**

**SAMPLE INTERFERENCE ANALYSIS**

**SECTION 4**

**REFERENCES**

**SECTION 5**

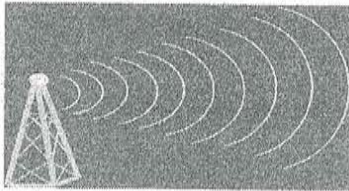
**COST PROPOSAL**

**ADDITIONAL SERVICES**

**PRELIMINARY SCHEDULE**

## **SECTION 1**





**Langone & Associates**  
**A Wireless Consulting Company**

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February 16, 2015

Mr. Gerald Pedersen, Deputy Director  
Oneida County Department of Emergency Services  
120 Base Road  
Oriskany, NY 13424

SUBJECT: ONEIDA COUNTY 911 CENTER RADIO FREQUENCY PROJECT  
RFP - #2015-149

Dear Mr. Pedersen:

Langone & Associates is pleased to submit this proposal to provide the consulting services for the Radio Frequency Project through December 31, 2015.

Langone & Associates will provide a thorough evaluation of this planned project. Mr. Anthony Langone will serve as project manager and has over 35 years of experience in public safety communications. This experience includes spectrum research, design, procurement and implementation of numerous complex systems with two-way and microwave system components.

Some of the important Phase 1 tasks to be provided include a thorough evaluation of the existing documentation identifying the new system spectrum requirements, candidate site locations, research FCC database, obtain system parameters for developing service and interference contours to identify co-channel and adjacent channels, providing a report on VHF frequencies available and filing applications with the appropriate FCC Certified Frequency Coordinator.

Additionally, Phase 2 includes those tasks to take the County through the needs assessment, procurement specifications, procurement process and contract negotiations.

We believe that our team has the necessary experience in both the operational and technical issues necessary as well as the commitment to complete your project on time and within budget.

Langone & Associates believes that its team is uniquely qualified to perform the necessary tasks. The team includes personnel who are successful on their own. Unlike

some consulting companies with large full time staff that must maintain high utilization rates, our team includes only those members that can directly contribute to the tasks required. This eliminates the temptation to assign staff because of low utilization rather than direct contribution to the project needs.

The following information is provided:

Name and location of the company

*Langone & Associates  
87 Emerald Court  
Tewksbury, MA 01876  
508-633-2470 voice  
Clangone47@aol.com*

Location of the offices that will be serving the County

*The Langone & Associates main office is in Tewksbury, MA. Additional support offices are located in Barrington, NH and Gettysburg, PA.*

Brief description of the business

*Langone & Associates provides public safety radio communications consulting services that include existing system assessments/audits, new system definition, FCC licensing assistance, new system procurement specifications, procurement process assistance, vendor evaluation/recommendation and new system implementation supervision.*

Number of years in business

*Langone & Associates has been in business since June 2001. Anthony Langone has been working in the public safety radio communications field for over 35 years.*

Is the company a subsidiary?

*The company is not a subsidiary.*

Number of personnel employed

*Anthony Langone is the only full time employee of the company.*

The primary line of business of the company

*Public safety radio communications consulting services*

Statement of Non-Affiliation

*Langone & Associates is not affiliated with any manufacturer or supplier of communications hardware or software.*

Langone & Associates maintain the following insurance:

*Commercial Liability:  
Hartford Fire Insurance Company, Hartford, CT*

*Workmen's Compensation:*

*Hartford Underwriters Insurance Company, Hartford, CT*

*Twin City Fire Insurance Company, Hartford, CT*

*Professional Liability:*

*Lloyds of London*

*Marsh U.S. Consumer, Des Moines, IA*

Langone & Associates structures its team to meet the needs of the specific project and not to find work for idle staff. We have found that the best approach is to put together a team of experts in their chosen field. The use of sub-consultants provides the flexibility to meet each client's project needs. Team members participating in this project are:

*Norm Boucher of the Communications Design Consulting Group, Barrington, NH will provide support for:*

*Propagation analysis*

*FCC Service and Interference Contour Development*

*Research FCC and Canadian Frequency Databases*

*Needs Assessment*

*Procurement Specifications*

*Contract Negotiations*

*Bette Rinehart of Rinehart Spectrum Solutions Group, Gettysburg, PA will provide support for:*

*Frequency coordination and FCC Form 601 Preparation and filing*

*Spectrum research*

*Team liaison on all communications with the frequency coordinator and the FCC*

Team members have attended many vendor engineering conferences to better understand public safety trends and new system features. This participation in some cases included earning Continuing Education Units (CEU). In addition, team members regularly attend the APCO National Conferences.

Langone & Associates is very familiar with the public safety radio communications environment in central New York.

Recently, Langone & Associates and the Team members provided trunked system consulting services to the Central New York Interoperable Communications Consortium (CNYICC) member Counties of Cayuga, Lewis, Madison, Onondaga and Oswego. This included detailed engineering analyses to obtain FCC and Canadian frequency coordination approval.

Our team is actively working with these CNYICC counties to complete all the networks. These networks allow for day to day autonomy among the counties, improved interoperability, provide for cost sharing and establish a governance structure that will allow for additional shared opportunities reducing their capital and operating costs.


Langone & Associates states that no person acting for or employed by the County of Oneida has direct or indirect financial interest in this proposal or in any portion of the profits, which may be derived there from.

We look forward to the opportunity to work with the County's project staff on this important public safety radio system.

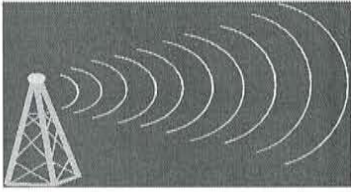
Attached is a scope of work outlining the tasks to be performed.

If you have any questions, please contact me at 508-633-2470 (Email: clangone47@aol.com).

Sincerely,

  
Anthony Langone  
Owner/Principal

## **SECTION 2**



# Langone & Associates

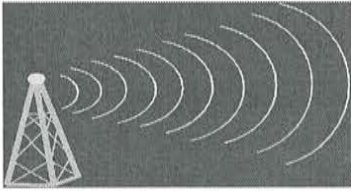
## A Wireless Consulting Company

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***Providing Consulting Services for Public Safety and Other Mission Critical Radio System Clients for:***

- ❖ Multi-Agency Countywide Communications Center
- ❖ Multi-Agency City and County Radio Systems
- ❖ Multi-Agency Interoperable Frequency Plans
- ❖ Regional Interoperable Radio Systems
- ❖ Stakeholder Consensus Building for Shared Radio Networks and Communications Centers
- ❖ Radio System Design, Procurement and Implementation Supervision
- ❖ Analysis of Existing System Performance
- ❖ Analysis of Radio System Coverage Deficiencies
- ❖ Analysis of Radio System In-Building Coverage Deficiencies
- ❖ Communications Center Technology Systems
- ❖ Analog, P25 and DMR Digital Radio Systems
- ❖ Trunked, Conventional and Simulcast Radio Systems
- ❖ Microwave Systems
- ❖ Alert/Paging Systems
- ❖ Voice Recording Systems
- ❖ Vehicle and Personal Location Systems
- ❖ FCC and FAA Regulatory Filings
- ❖ Mutual Aid Radio Systems
- ❖ Facility CCTV, Access Control and Intercom Systems



# Langone & Associates

## A Wireless Consulting Company

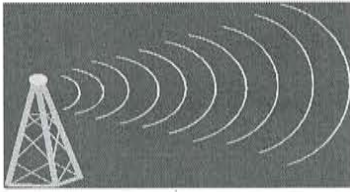
**Over 35 years of experience in public safety and other mission critical radio communications systems to meet demanding 24x7 operational needs for clients including:**

### Mission Critical Communications Centers

- ❖ *Boston College Police Department (MA)*
- ❖ *Genesee County (NY)*
- ❖ *Town of Grafton (MA)*
- ❖ *Greater Boston Police Council (MA)*
- ❖ *Massachusetts Bay Transportation Authority (MA)*
- ❖ *Town of Hanson MA*
- ❖ *Town of Harvard (MA)*
- ❖ *Town of Hopkinton (MA)*
- ❖ *Town of Lexington (MA)*
- ❖ *Town of Littleton (MA)*
- ❖ *Town of Lunenburg (MA)*
- ❖ *City of Medford (MA)*
- ❖ *Town of Milton (MA)*
- ❖ *Town of Swampscott (MA)*
- ❖ *Fire Department of New York (NY)*
- ❖ *New York City Police Department (NY)*
- ❖ *Oneida County (NY)*
- ❖ *Onondaga County (NY)*
- ❖ *Town of Seekonk (MA)*
- ❖ *Town of Sudbury (MA)*
- ❖ *Suffolk County Sheriff's Department (MA)*
- ❖ *City of Waltham (MA)*
- ❖ *Yale University Police Department (CT)*

### Mission Critical Radio Networks

- ❖ *Cayuga County (NY)*
- ❖ *Madison County (NY)*
- ❖ *Onondaga County (NY)*
- ❖ *Oswego County (NY)*
- ❖ *Lewis County (NY)*
- ❖ *Town of Avon (CT)*
- ❖ *Los Angeles World Airports (CA)*
- ❖ *Massachusetts Port Authority*
- ❖ *Massachusetts Water Resources Authority*
- ❖ *Massachusetts Convention Center Authority*
- ❖ *Metropolitan Washington Airports Authority (DC & VA)*
- ❖ *Public Service Gas & Electric (NJ) – Hope Creek Nuclear Facility*
- ❖ *Town of Norwood (MA)*
- ❖ *Commonwealth of Massachusetts – Executive Office of Public Safety (MA)*
- ❖ *Massachusetts State Police Rebanding*
- ❖ *Metro-Boston Urban Area Security Initiative (MA)*
- ❖ *Massachusetts Institute of Technology Lincoln Laboratory*
- ❖ *Lynn and Swampscott Regional Center (MA)*
- ❖ *Lancaster Regional Communications System (NH)*



**Langone & Associates**  
**A Wireless Consulting Company**

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***PERSONAL RESUME OF ANTHONY J. LANGONE***

LANGONE & ASSOCIATES, Tewksbury, MA - 2001

A company specializing in providing radio communications consulting services to public safety and other mission critical radio users. Recent projects include:

Cayuga County, NY – Countywide Public Safety Radio System

Madison County, NY – Countywide Public Safety Radio System

Onondaga County, NY – Countywide Public Safety Radio System

Oswego County, NY – Countywide Public Safety Radio System

Town of Norwood, MA – Public Safety Communications Facility

MIT – Lincoln Laboratory, MA – Security & Facility Radio Systems Upgrade

Massachusetts State Police – 800 MHz Rebanding Project for over 13,000 Radios

Massachusetts Convention Center Authority – Radio System Upgrade

RCC CONSULTANTS, INC., Woodbridge, NJ – 1987 to 2001

Vice President and General Manager – Eastern Region

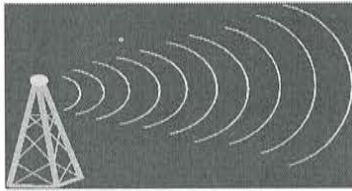
Directed staff of up to 20 professionals who provided needs assessment, evaluation, planning, radio propagation analysis, system design, communications planning, specification preparation, procurement support, implementation supervision and acceptance testing services for client communications projects. Assisted with the growth of the company staff from five to over one hundred personnel in ten years.

MOTOROLA C & E, INC., Waltham, MA – 1975 to 1985

Systems Engineering Group Leader

Responsible for directing and coordinating a staff of systems engineers who provided pre-sale and post-sales support on complex radio communications systems for major public safety clients throughout New England.





**Langone & Associates**  
**A Wireless Consulting Company**

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SUN COMPANY, INC., Philadelphia, PA -1974 to 1975  
Technical Support Supervisor - Telecommunications Department for a major  
worldwide petroleum product company.

***MILITARY SERVICE***

UNITED STATES AIR FORCE – 1969 to 1973  
Captain/Project Engineer  
Security Clearance: Top Secret  
Performed worldwide assignments for the design, implementation and testing of  
critical communications systems.

***EDUCATION***

UNIVERSITY OF MASSACHUSETTS, Lowell, MA  
Bachelor of Science in Electrical Engineering, 1969  
Activities: U.S Air Force ROTC

NORTHEASTERN UNIVERSITY, Burlington, MA  
Business Management Courses

MERRIMACK COLLEGE, North Andover, MA  
Business Management Courses

***AFFILIATIONS***

- Association of Public Safety Communications Officials, Inc. (APCO)  
Atlantic Chapter, Commercial Member
- Institute of Electrical & Electronic Engineers (IEEE)
- Massachusetts Chiefs of Police Association  
Sustaining Member



# Normand H. Boucher

Communications Design Consulting Group [CDCG]

9 Tibbetts Road, Barrington, NH 03825

Principal Consultant

## Education

Bachelor of Science  
Electrical Engineering,  
University of  
New Hampshire

## Training

Engineering  
Considerations for  
Microwave  
Communications Systems

ITT Telecom Fiber Optic  
and Multiplexing

Harris Consultant Training

Motorola Consultant  
Training Seminars

Various RF  
Propagation Seminars

IEEE Personal/Mobile  
Software Tools and  
Design of Wireless  
Networks

Microwave Radio  
Vendor Training and  
Seminar

## Associations / Memberships

Commercial Member,  
Association of Public-  
Safety Communications  
Officials International  
(APCO)

Institute of Electrical and  
Electronic Engineers  
(IEEE), Comm. &  
Vehicular Technology  
Societies

Member,  
Radio Club of America

30 Years Public  
Safety Experience

**Mr. Normand Boucher** experience includes a comprehensive range of radio communications design and implementation skills and expertise provided to the Public-Safety Communications community. Based on this experience and knowledge of the complex nature of Public Safety and Homeland Security Communications, Mr. Boucher has offered advice to clients with challenging situations, resulting in the development of successful strategies to effectively and successfully accomplish their communications objectives.

Planning, Designing, and Implementation of over ninety VHF, UHF, 700/800 MHz, Motorola, Tyco M/A-COM and E.F. Johnson land-mobile radio systems nationwide. Over thirty [30] of these projects utilize advanced-technology systems such as trunked radio networks. Ten of the thirty trunked projects are APCO Project-25 networks. Microwave radio networks include Alcatel, Aviat, MNI, and NEC.

## Core Competencies

- Feasibility Studies
- Needs Assessment
- Planning, Design & Engineering of Radio Systems
- Capacity Planning & System Loading
- VHF, UHF, 800/700 MHz Frequency Bands
- Conventional & Trunked Radio Networks
- Broadband Networks
- Analog and Digital Systems
- Simulcast & Multicast Networks
- Antenna & Multiplex Systems
- Terrestrial Microwave Radio Systems
- SCADA Networks
- Voice & Data Radio Paging
- Mobile Data & Automatic Vehicle Location Systems
- E9-1-1 & Dispatch Communications Systems
- RF Interference Mitigation
- Frequency Planning, Research, & Regulatory Compliance
- FCC Applications & Waiver Requests
- Radio wave Propagation Studies, Signal Measurement & Coverage Testing
- RF System Performance Testing & Evaluation
- Technical & Procurement specifications
- Budgetary Analysis
- Vendor Proposal Analysis & Negotiations Assistance
- Project/Construction Management
- Technical Operations & Maintenance

## Professional Experience

### Principal Consultant

#### Communications Design Consulting Group [CDCG] • 2004 - Present

Founded independent consulting firm providing comprehensive consulting services to public safety clients for upgrade or replacement of public safety land-mobile radio and wireless networks. CDCG also provides Subject Matter Expert [SME] services to various consulting firms nationwide. Services include planning, design, specification, procurement assistance, and network implementation of small and large-scale conventional or advance-technology wireless voice and data networks, including wireless transport systems such as microwave and broadband networks.

### Director - Northeast Region

#### RCC Consultants, Inc., Andover, MA • 1988 – 2004

Responsible for the operations and management of RCC's Northeast Region consulting group, which included regional profit/loss, contract management, and business development. Develop proposal response to prospective clients, including defining the scope of work, identifying project staffing, and estimation of hours and cost. Monitoring and coordination of regional engineering staff and projects providing consulting and project management services for various clients.

Responsible for engineering and management of land-mobile radio and wireless telecommunication consulting services to clients in both the public and private sector in the New England and New York regions. These services encompassed a wide range of tasks that ultimately provided direction for the enhancement or acquisition of large-scale land-mobile radio communication systems.



## Project Experience Examples

### *PROJECT-25 • LARGE SCALE TRUNKED RADIO NETWORKS*

**State of Rhode Island (RISCON)** - Planned, designed, specified, implemented, and tested a shared voice radio network for all state agencies and all local municipalities to migrate to in the next several years. The network is comprised of three [3] zones utilizing Motorola ASTRO-25 technology. The 800 MHz infrastructure includes 24-simulcast sites, 10-channel system with approximately 9,000 users. Site connectivity utilizing 4.0/6/10 GHz microwave radio. Project also included migrating RIDOT, RIDOC, RIPTA legacy trunked systems to RISCON.

### *INTEROPERABILITY STUDIES*

**State of Massachusetts – Executive Office of Public Safety and Security [EOPPS] - Participated** in the Regional Interoperability Planning for the four [4] Homeland Security Regions in Massachusetts. Tasks included assessing each region's current state relative to SAFECOM's 5-lane interoperability continuum. Strategic plans were developed for each region to identify technical actions needed to improve interoperability within each region for the next 5-years, and how integrated with the state's vision and the National Emergency Communications Plan [NECP].

Participated in several other Interoperability Planning projects, including the Metropolitan Boston Homeland Security Region [Boston plus nine [9] surrounding municipalities]; and all five homeland security regions in Massachusetts.

### *SYSTEM EVALUATION*

**State of Delaware** - Review procurement documents for statewide 800 MHz digital simulcast trunked radio system for vendor compliance; analyzed network problems as reported by system users and submitted corrective actions; performed RF audits; conducted in-street/in-building signal measurements [10,000 miles/238 buildings]; planning and project management of network expansion to improve coverage reliability; participated in specifying and evaluating statewide "Next Generation" radio system upgrade. Currently assisting the State in Rebanding its 800 MHz network.

Also participated in the evaluation of networks belonging to the State of Florida, Oswego County, NY, and the City of Portland, ME and provided a plan for resolving critical system issues.

### *800 MHZ REBANDING*

**City of Portland, ME, Seabrook Nuclear Power Plant, Central Maine Power Company, Maui County, HI, RI Dept. of Corrections, RI Dept. of Transportation, RI Dept. of Administration, New Castle County, DE, State of Delaware, City of Wilmington, DE, Howard County, MD, City of Providence, RI, and the City of Atlanta, GA.** Assisted several clients in the reconfiguration of their 800 MHz systems to eliminate Nextel interference to public safety systems.

### *MICROWAVE RADIO SYSTEMS • FIBER OPTIC TRANSPORT SYSTEMS*

**State of Vermont** - Conducted statewide Telecommunication Needs Assessment and Technology Review for new voice, video, and data network. Planned, designed, specified, licensed, implemented, and tested an integrated statewide 39-hop, 6/10GHz, OC-3 wireless SONET and fiber-optic network employing ATM switching. Network integration with voice radio and enterprise data networks.

Also participated in the design and implementation of microwave systems belonging to Oswego County, NY, Northeast Mass. Homeland Security Region, and other networks supporting land-mobile radio.

### *SPECTRUM PLANNING & FCC REGULATORY*

Successfully performed several frequency research projects for several new systems or expansion of existing systems in all frequency bands. Tasks includes searches, regulatory engineering studies, Canadian Line-A analysis, FCC Request for Waiver, frequency coordination, submittal of spectrum plans to Regional Planning Committees, and FCC application filing. Assisted public safety clients in obtaining spectrum from non-traditional sources, such as FCC Part-22 Public Radio Service.



## Summary List of Past Projects

STATE-WIDE	COUNTIES	CITIES & TOWNS	UTILITIES	OTHER
Delaware Office of Technology	Albany County, NY	Asheville, NC	Baltimore Gas & Electric, MD	Brown University, RI
Delaware DoITT	Baltimore County, MD	Atkinson, NH	Boston Water & Sewer, MA	Central MA EMS, MA
Delaware DPS - DIVCOM	Calhoun County, AL	Atlanta, GA	Central & Southwest Utilities, TX	Columbia Spectrum Management, MD
Florida JTF Statewide Radio System	Cayuga County, NY	Boston, MA	Central Maine Power Co.	Dartmouth College, NH
Mass. Dept. of Conservation & Recreation	Carroll County, NH	Brattleboro, VT	EPRI, DC	Glaxo, Inc., NC
Mass. Dept. of Health - EMS Services	Chemung County, NY	Cumberland, ME	Florida Power & Light Seabrook	JFK Airport, NY
Mass. Exec. Office of Public Safety & Security	Chenango County, NY	Falmouth, ME	Long Island Lighting, NY	Mass Bay Transit Authority
Nebraska State Comm. Plan	Clark County, NV	Fort Lauderdale, FL	New England Power Corp, MA	Merrymeting Council of Gov., ME
New Hampshire Governor's Radio Task Force	Clinton County, NY	Freeport, ME	Niagara Mohawk Power Corp, NY	Boston - Mayor's Office of Emergency Preparedness
Rhode Island Dept of Administration DoIT	Cumberland County, ME	Gorham, ME	Northeast Utilities, CT	Metropolitan Area Planning Council, Boston, MA
Rhode Island Dept of Corrections	Franklin County, VT	Hanover, NH	NY State Electric & Gas, NY	Metro Washington Airport Authority, DC
Rhode Island Dept of Transportation	Grand Isles County, VT	Las Vegas, NV	Public Service Electric & Gas, NJ	NE Homeland Security Regional Advisory Council, MA
Rhode Island Emergency Management	Howard County, MD	Lebanon, NH	Southwest Electric Power Co, LA	Syosset Fire District, LI, NY
Rhode Island Public Transit Authority	Lamoille County, VT	Maitland, FL		Upper Eastern Shore Counties, MD
Vermont DPS CJS	Lewis County, NY	Narragansett, RI		
	Livingston County, NY	No. Providence, RI		
	Loudon County, MD	Norwich, VT		
	Madison County, NY	New York, NY FDNY		
<b>INTERNATIONAL</b>	Maui County, HI	New York, NY DoITT		<b>SME - CONSULTING COMPANIES</b>
Techno-Sciences, Inc. / Morocco	McHenry County, IL	Peekskill, NY		ACD Telecom, Inc.
Unilux-IV / Trinidad & Tobago	Middlesex County, NJ	Providence, RI		ARCADIS
	New Castle County, DE	Portland, ME		Computer Analysis Associates, LLC
	Niagara County, NY	Stamford, CT		CCMS
	North Hampton County, PA	Waterford, CT		CSA Consulting
	Onondaga County, NY	West Hartford, CT		CTGi
	Oswego County, NY	Yarmouth, ME		DiDonato Consulting Services, Inc.
	Palm Beach County, FL			L3 Communications, Inc.
	Rensselaer County, NY			Langone & Associates
	Sacramento County, CA			MACRO Corporation
	Sagadahok County, ME			Malcolm-Pirnie, Inc.
	Schenectady County, NY			NYSTEC Corporation
	Seneca County, NY			RCC Consultants, Inc.
	Suffolk County, NY			Roaming Intelligence, LLC
	Warren County, NY			Touchstone, LLC
	Washington County, NY			Towpath, LLC
	Washington County, RI			Wildan Homeland Solutions, Inc.
	Wilmington, DE			
	Yates County, NY			

## Resume

Bette Rinehart

28 Twin Lakes Drive, Gettysburg, PA 17325

Owner, Rinehart Spectrum Solutions Group, LLC

Cell: 717-817-0658 Office: 717-334-0654

### Education:

BA in History, 1977, Bridgewater College, Bridgewater, Virginia

**Overview:** Over 30 years of experience in the communications industry. A skilled problem solver and strategist possessing outstanding written and verbal skills; an experienced trainer and presenter. Most recent position at Motorola Solutions Inc. (MSI): Senior Specialist, Spectrum Strategy 2006-8/1/2014

During my 31+ year career with MSI I have:

- Provided the FCC license-based research on incumbent T-Band licensees that was used in the NPSTC T-Band Report
- Within the Spectrum Management Committee of NPSTC, worked with two other members to develop a template for use by 700 MHz narrowband State Licensees to demonstrate compliance with the June 2014 substantial service deadline
- Assisted in the preparation of band plan proposals for use by the FCC
- Prepared and filed waivers and STAs for public safety and enterprise licensees
- Prepared and distributed a monthly regulatory newsletter to MSI internal sales and engineering and to external customers and industry associations
- As a member of the public safety National Coordination Committee (NCC), worked with PS practitioners to develop a 700 MHz Regional Planning Guidebook used by over 90% of the Regional Planning Committees when developing their Plans
- Directly assisted in the preparation of 700 MHz regional communications plans for over 25 FCC-designated Regional Planning Committees
- Developed training materials for new hire sales and engineering personnel on spectrum, licensing and regulatory issues
- Conducted monthly training sessions for internal personnel
- Prepared and distributed monthly FCC license reports to sales and product development managers
- Met with FCC licensing staff to discuss complex licensing projects
- Researched spectrum availability and assisted customers in obtaining spectrum to grow their systems
- Participated in industry associations to develop strategies for obtaining additional spectrum or protecting existing spectrum allocations

Member of the following industry associations:

- The National Public Safety Telecommunications Council (NPSTC) participating in the Spectrum Management Committee
- Association of Public Safety Communications Officials-International (APCO) participating in the Spectrum Committee
- The Enterprise Wireless Alliance (EWA)
- The Radio Club of America (RCA)

## **Team Members Skills' Matrix**

<b>Disciplines / Staff</b>	<b>Langone</b>	<b>Boucher</b>	<b>Rinehart</b>
Digital Microwave	<b>X</b>	<b>X</b>	
Fiber Optic	<b>X</b>	<b>X</b>	
Trunked System	<b>X</b>	<b>X</b>	
Multi-Agency Systems	<b>X</b>	<b>X</b>	
Analog Radio Systems	<b>X</b>	<b>X</b>	
P25 Digital/Encrypted Radio Systems	<b>X</b>	<b>X</b>	
Simulcast Radio Systems	<b>X</b>	<b>X</b>	
Conventional Radio Systems	<b>X</b>	<b>X</b>	
FCC License/Coordination	<b>X</b>	<b>X</b>	<b>X</b>
Specifications Development	<b>X</b>	<b>X</b>	
Implementation Supervision	<b>X</b>	<b>X</b>	
Operations Support	<b>X</b>	<b>X</b>	
Radio System Assessment	<b>X</b>	<b>X</b>	
Radio System Coverage Analysis	<b>X</b>	<b>X</b>	
Communications Center Integration	<b>X</b>	<b>X</b>	
GPS Location	<b>X</b>	<b>X</b>	
Radio Site Requirements	<b>X</b>	<b>X</b>	
Radio Site Acquisition	<b>X</b>	<b>X</b>	
Radio Site Development	<b>X</b>	<b>X</b>	
Cost Sharing Process	<b>X</b>	<b>X</b>	
Mobile Data Systems	<b>X</b>	<b>X</b>	
Grant Applications - Technical	<b>X</b>	<b>X</b>	
700/800 Regional Planning Committee		<b>X</b>	<b>X</b>
Not all disciplines are required for this project			

### **SECTION 3**

## Scope of Work

Langone & Associates fully complies with the County's Scope of Work for the 911 Center Radio Frequency Project as indicated in the following tasks.

### PHASE 1 TASKS

Following are the specific sequence of tasks that will be provided to meet the County's requirement for a comprehensive assessment of the VHF spectrum environment available.

1. Attend kickoff meeting to discuss the latest system parameters
2. Provide status reports, as required
3. Review all information regarding existing County or local agency VHF frequencies that may be available
4. Identify system technical parameters that provide acceptable radio coverage
5. Access the FCC database and download VHF frequencies within an appropriate radius from the County
6. Analyze these frequencies to determine candidate frequencies for additional analysis
7. For each candidate frequency, develop service and interference contours for all co-channel and adjacent frequencies from the FCC and Canadian databases
8. For each candidate frequency, analyze these contours to identify those frequencies that appear feasible for use by the County at two (2) sites to support the desired system configuration
9. If Letters of Concurrence are required, provide an assessment of the feasibility of obtaining the letters
10. Prepare a draft report that includes the information developed in the above tasks
11. Include in the report, service and interference contours that can be used for filing frequency coordination forms and FCC Form 601
12. Discuss the draft report with the County's project staff and make changes



13. Issue the final report
14. County approves report
15. Prepare and file the frequency coordination form, FCC Form 601 and necessary attachments; County is responsible to pay the coordination fees
16. Prepare a slow growth plan for system completion, if necessary, to allow a multi-year implementation
17. Prepare and File FAA Forms, if required
18. Prepare Environmental Notification(s) for new radio towers, if required
19. Obtain antenna site registration (ASR) numbers, if required

#### PHASE 2 TASKS

The following tasks will assist the County with the final system design, develop procurement specifications, system procurement and contract negotiations.

20. Needs Assessment
21. Interview User agencies
22. Develop a requirements document from County Officials and User Agency Representatives input
23. Present the recommendations to County Officials and User Agency Representatives
24. Develop technical specifications for the approved system
25. Assist with the procurement process
26. Attend pre-proposal conference
27. Assist with preparing addenda
28. Assist with proposal evaluation
29. Assist with Vendor contract technical negotiations

OPTIONAL TASKS – IMPLEMENTATION SUPERVISION

- Detailed design review
- System staging
- Site preparation
- Installation and Optimization
- Training
- Site inspections and punch list items
- Coverage acceptance test
- Transition to the new system
- Completion of subscriber installs
- Removal of old system
- Closeout documentation
- Warranty commences
- Project closeout

This progress report is provided to inform the Madison County Project Staff of the tasks performed by the Langone & Associates Team (L&A) during the preceding period. This report also identifies those tasks that are anticipated to be completed in the future. The tasks are identified according to Exhibit A of the Agreement.

**2.1 Review Existing Documentation - COMPLETED**

**2.2 Project Kick-Off Meeting - COMPLETED**

**2.3 Survey Existing Communications Center and Back-Up Site - COMPLETED**

**2.4 Survey Existing Radio Sites and Infrastructure - COMPLETED**

**2.5 Analysis of Existing System Performance - COMPLETED**

**2.6 Survey Available Spectrum**

Next

Continue to develop frequency plan to file with the FCC. Awaiting final frequency plan to be developed for the Five County Consortium.

**2.7 Technology Seminars for System User Agencies - COMPLETED**

**2.8 Interview Key Staff and System Users - COMPLETED**

**2.9 Performance/Operational Functional Specification for the Mobile Data System  
COMPLETED**

**2.10 Performance/Operational Functional Specification for the Voice & Paging  
Communications System - COMPLETED**

**2.11 Identify Candidate Radio Sites**

Continue to receive and analyze information on cell carriers submitting plans to develop new sites in the County; review site recommendations provided in the Vendor proposals.

**2.12 RF Propagation Analysis**

Review propagation analysis in the Vendor proposals and finalize site locations.

**2.13 Analysis of Backbone Alternatives - COMPLETED**

**2.14 Analysis of Standardization of Radio Equipment Resolution**

This task will coincide with task 3.6 during Vendor contract negotiation.

**2.15 Develop Space Planning Recommendation**

Review space requirements in the Vendor proposals and finalize shelter specifications.

**2.16 Cutover Plan**

Review cutover plan in Vendor proposals.

**2.17 Implementation Budget and Schedule - COMPLETED**

**2.18 Grant Assistance**

Continue to monitor the federal and state grant programs and alert the County to any opportunities that may develop. Coordinate activities of the Consortium, when appropriate, to enhance grant opportunities.

**2.19 Coordination with NYS Wireless Network (SWN) as well as Cell Companies**

Continue to monitor the SWN project and advise the County, as necessary, to issues that may impact the County

**2.20 Draft Conceptual Design Report - COMPLETED**

**2.21 Final Conceptual Design Report - COMPLETED**

**3.1 Frequency Coordination and Licensing**

Continue to work with the Consortium to finalize a frequency plan and prepare FCC forms for filing for frequencies.

**3.2 Procurement Documents**

Radio equipment procurement documents completed. Complete work on the tower, shelter and generator documents after the Vendor proposals are reviewed.

**3.3 Participate in Pre-Bid Conference - COMPLETED**

**3.4 Review Vendor's Questions - COMPLETED**

**3.5 Assist with Issuing Addenda - COMPLETED**

**3.6 Assist with Vendor Response Evaluation and Contract Negotiation**

No tasks performed

**3.7 Assist with Identifying Long Lead-Time Items that may Impact the Implementation Schedule**

No tasks performed

**4.0 Implementation/Construction Phase Services**

No tasks performed

Regards,  
Chick Langone  
Project Manager – Madison County Project  
Langone & Associates  
978-851-0198 voice  
978-851-0975 fax  
508-633-2470 cell

11/17/08

## **SECTION 4**

# **County of Oswego, NY**

## **Project-25 UHF Trunked Radio Network**

### **Preliminary Frequency Plan, Issues, and Licensing Strategy**

Submitted by:  
**Langone & Associates**  
87 Emerald Court  
Tewksbury, MA 01876

## I - Introduction

A detailed frequency search was undertaken that identified potential UHF frequencies for use in the proposed Oswego trunked radio system. These would be in addition to UHF frequencies already licensed to the County as well as low power UHF frequencies available to all public safety users and the national interoperability UCALL/UTAC frequencies.

The research into the availability of frequencies for the new system has indicated that there is sufficient UHF spectrum for the new system; in summary:

- Availability of the ten [10] frequency pairs identified to support voice communications
- Availability of the one [1] frequency pair identified to support fire alert paging
- UHF channels will be directly compatible with the planned Regional Interoperability Consortium UHF Network with Onondaga and Madison Counties UHF systems.
- Availability of up to 28 low power public safety UHF frequencies for use by any public safety agencies

Proposed voice frequency plan for the Project-25 trunked radio system:

UHF-1	460/5.0500
UHF-2	460/5.0750
UHF-3	460/5.0875
UHF-4	460/5.1625
UHF-5	460/5.1875
UHF-6	460/5.3000
UHF-7	460/5.3250
UHF-8	460/5.3375
UHF-9	460/5.3750
UHF-10	460/5.5500

Proposed alert frequency plan for the analog paging system:

UHF-11	460/5.0000
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Proposed voice frequency plan for analog or digital low power applications [e.g., fireground]:

UHF-LP	Up to 28 pairs
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Proposed voice frequency plan for analog regional interoperability these are the national interoperability frequencies:

UCALL	
UTAC-1	
UTAC-2	
UTAC-3	
UTAC-4	



## II - Licensing Process

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Unfortunately, licensing is not a simple process and requires several steps. For Oswego County, this includes:

1. Frequency research and availability in the jurisdictional area
2. Identification of all co-channel licensees within at least 100-miles
3. Review of potential FCC rule limitations on a per channel basis
4. Perform FCC interference studies [39/21 dBu contour analysis]
5. Prepare FCC application forms and submit to frequency coordinator
6. Frequency coordinator will perform analysis and either submit the application to the FCC, or return to the applicant
7. Applications may be returned to the licensee for additional information or require a change in technical parameters. In some instances the coordinator may request Letters of Concurrence [LOC] from co-channel licenses

## III - Canadian Concerns

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For Oswego County, Canadian systems need to be considered since the County is above FCC Line-A. This is often challenging as Canadian requirements for co-channel interference are strict [-146 dBw signal at the border]. Moreover, the Canadians reject nearly all initial applications requiring the FCC to send Return Notices to the applicant. This gives the applicant 60-days to provide additional information, change technical parameters, or provide an engineering study to show that no harmful interference will occur. Accordingly, this predictably requires multiple application submissions [implying multiple FCC Return Notices – up to three].

The FCC normally finds that the multi-step process works best, as there are some technical dialog with the Canadians allowing maximum flexibility to resolve issues. Typical process as follows:

1. Submit original application to FCC; if returned by the Canadians they will identify specific Canadian stations they indicate as potential harmful interference
2. With this data, the applicant can directly address Canadian concerns. Please note that while the Canadian frequency database is available, not all licensees are identified and most technical parameters are not offered. The applicant's response is usually an engineering study showing service and interference contours [using FCC R6602 method] between the US and Canadian systems for both base station and mobile operations
3. If the application is returned for a second time [as it often is], signifying that portions of the engineering study was objected to. However, additional specific information regarding Canadian stations may be provided by the Canadians in this return notice
4. The third response will require a more detailed engineering analysis where alternative contour analysis [Longley-Rice] are performed
5. If there are Canadian objections to this final study, the applicant will then request that the FCC schedule an actual transmitter listening field test

## IV - Recent FCC Rule Change

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Unlike the 700/800 MHz frequency band, where channels were developed for trunked radio applications, exclusive use of UHF channels can only be authorized if trunking technology is utilized. This requires an additional step in the analysis in order to ensure interference free channels. The outcome is shown on the license as class of station of FB8 versus FB2 currently assigned to higher frequency band trunked systems.

Furthermore, based on a recent challenge, the FCC has changed the rules for obtaining UHF frequency pairs. Heretofore, if the frequency pair [pair implies both base and mobile operation] was split; that is, only the mobile frequency was licensed [mobile only system], it was considered secondary operation to the paired channel. Specifically, if the mobile only licensee interference with the paired channel licensee they would have to cease operations. Consequently, the FCC decided to eliminate secondary operation and now gives the mobile only licensee equal primary status to base station operation.

This analysis has been completed on the proposed Oswego frequencies and no issues were found; however, there may be additional requirements set forth by the frequency coordinator.

## **V - Oswego County UHF Licensing Status**

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As discussed in the introduction, frequencies for Oswego County have been identified. So far:

1. FCC interference studies for co-channel and adjacent channel licensees have been completed; the proposed Oswego County frequencies appear to be clear in the region
2. First round of interference contour studies for Canada are in progress; initial results show that with directional and/or downtilt antennas, Canadian concurrence is plausible
3. Specialized downtilt antennas have been identified to assist in minimizing signal levels in Canada
4. Finalize licensing strategy; knowing that reducing application submittal cycles with Canada may not provide maximum flexibility; while the multi-step process takes longer with increased cost, it does minimize risk of total rejection. Moreover, the initial parameters in the application may be excessive, which will provide the County some room to counter offer technical parameters such as antenna height, ERP, directional antennas, etc.

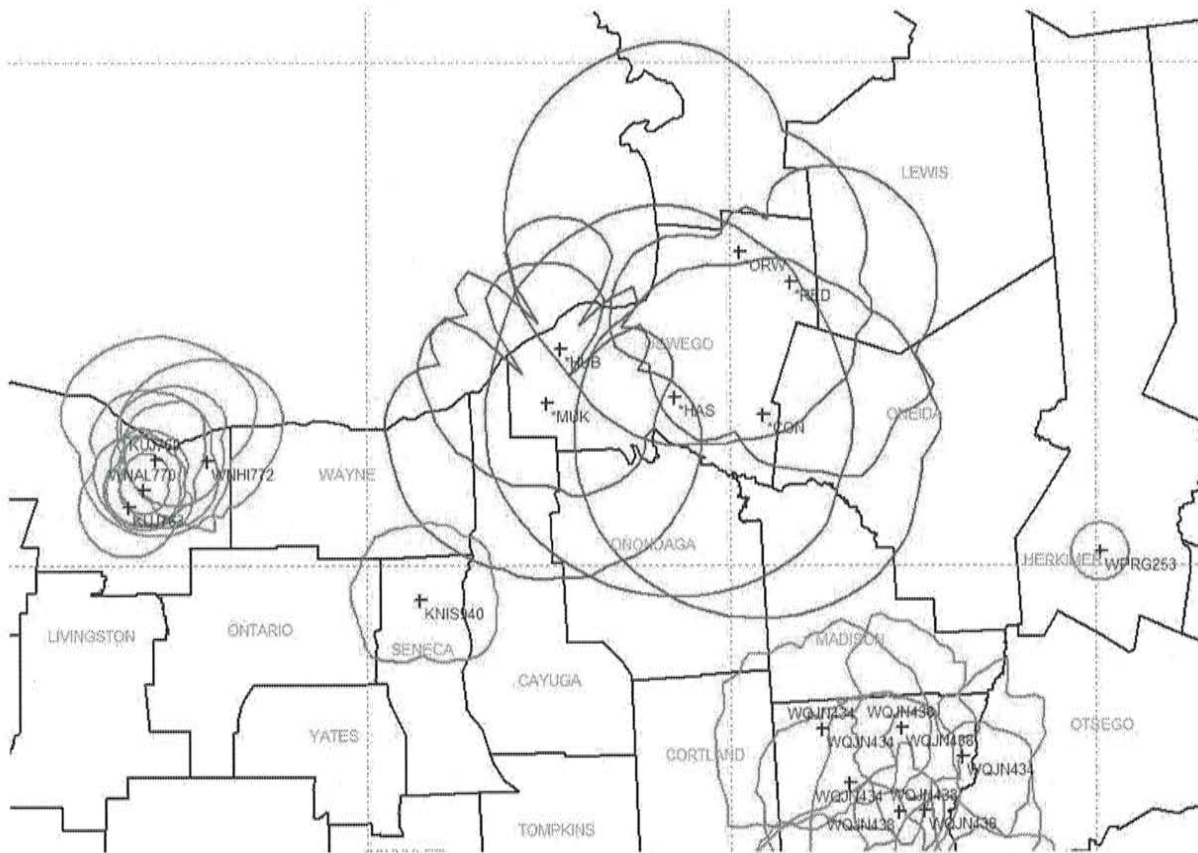
## **VI - Next Steps**

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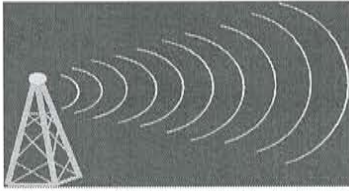
Complete the tasks identified above and finalize technical parameters to be submitted on the application. Since one-half of the sites selected for the new system are proposed, they may change based on the vendor preference for coverage responsibility. Since there is only a conceptual system plan to date, we believe that there is sufficient information to file in the near future and recommend that all of the proposed UHF system sites be licensed.

However, there may be a second round of application or license "tweaking" based on the final design submitted by the vendor. While this is the least economical procedure, it does allow the County sufficient time to identify problems that will arise and make changes as may be required to keep strict coverage in Oswego while mitigating Canadian interference. Note that the PSD requires that the vendor's coverage design be below Canadian signal requirements, and will be closely analyzed in the proposal technical evaluation process.

Our plan is to complete FCC 601 forms and submit to the appropriate frequency coordinator on or about May 15, 2009.



OSWEGO COUNTY PROPOSED P25 TRUNKED RADIO SYSTEM INTERFERENCE CONTOURS (RED) INDICATE NO OVERLAP IN THE HERKIMER COUNTY OPERATIONAL AREA



# Langone & Associates

## A Wireless Consulting Company

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### ***Onondaga County, NY***

Contact: Bill Bleyle (Bill replaced John Baloni who was Commissioner during system implementation)

315-435-7911

[wbleyle@ongov.net](mailto:wbleyle@ongov.net)

#### System Solution:

Countywide multi-agency UHF simulcast P25 trunked voice, analog alert paging and digital loop microwave network to support first responder and support agencies (6,000 subscribers) throughout the County. This network will improve day to day and emergency communications for over 70 state, county and local agencies. This network is part of the Central New York Interoperable Communications Consortium. Onondaga County is the host for the shared Master Trunked Site Core used by the Consortium Members Counties.

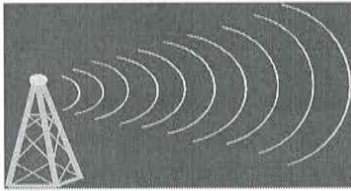
#### Agencies supported:

- Local Police Departments (17)
- Paid and Volunteer Fire and EMS Departments (74)
- Sheriff Department
- NY State Police
- County Public Service Departments
- Various State Agencies Operating in the County

#### Services provided:

- Engineering design
- Coverage analysis
- Frequency planning with Canadian coordination
- Procurement specifications
- Procurement process support
- Vendor pre-proposal conference support
- Issue addenda
- Evaluate Vendor proposal
- Vendor contract technical support
- Vendor contract design review support
- Customer witnessed factory staging support
- Implementation support

The system is operational.



# Langone & Associates

## A Wireless Consulting Company

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### ***Madison County, NY***

Contact: Paul Hartnett

315-366-2757

[paul.hartnett@madisoncounty.ny.gov](mailto:paul.hartnett@madisoncounty.ny.gov)

#### System Solution:

Countywide multi-agency UHF simulcast P25 trunked voice, analog alert paging and digital loop microwave network to support first responder agencies (1,000 subscribers) throughout the County. This network will improve day to day and emergency communications for over 30 state, county and local agencies. This network is part of the Central New York Interoperable Communications Consortium with a shared Master Trunked Site located in Onondaga County.

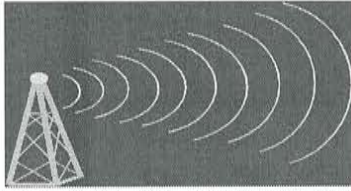
#### Agencies supported:

- Local Police Departments
- Paid and Volunteer Fire and EMS Departments
- Sheriff Department
- NY State Police
- County Departments

#### Services provided:

- Needs assessment
- Conceptual design report
- Planning budget and schedule
- Engineering design
- Frequency planning and coordination
- Coverage analysis
- Procurement specifications
- Procurement process support
- Vendor pre-proposal conference support
- Issue addenda
- Evaluate Vendor proposal
- Vendor contract technical support
- Vendor contract design review support
- Customer witnessed factory staging support
- Implementation support

This system is operational.



# Langone & Associates

## A Wireless Consulting Company

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### ***Oswego County, NY***

Contact: Mike Allen  
315-349-8427  
[mallen@oswegocounty.com](mailto:mallen@oswegocounty.com)

#### System Solution:

Countywide multi-agency UHF simulcast P25 trunked voice, automatic vehicle location, analog alert paging and digital loop microwave network to support first responder agencies (1,800 subscribers) throughout the County. This network will improve day to day and emergency communications for state, county and local agencies. This network is part of the Central New York Interoperable Communications Consortium with a shared Master Trunked Site located in Onondaga County.

#### Agencies supported:

- Local Police Departments
- Paid and Volunteer Fire and EMS Departments
- Sheriff Department
- NY State Police
- County Departments
- US Coast Guard

#### Services provided:

- Needs assessment
- Conceptual design report
- Planning budget and schedule
- Engineering design
- Frequency planning with Canadian coordination
- Coverage analysis
- Procurement specifications
- Procurement process support
- Vendor pre-proposal conference support
- Issue addenda
- Evaluate Vendor proposal
- Vendor contract technical support
- Vendor contract design review support
- Customer witnessed factory staging support
- Implementation support

This system is operational.

## SECTION 5

## Cost Proposal

### Phase 1 – Frequency Tasks

Fees & Expenses = \$ 24,940

### Phase 2 – Needs Assessment, Specifications, Procurement and Technical Contract Negotiations

Fees & Expenses = \$ 56,590

**Total Phases 1 & 2 = \$ 81,530**

### Additional Services – Implementation Supervision (See Scope of Work)

The following fee schedule will be used to negotiate additional services.

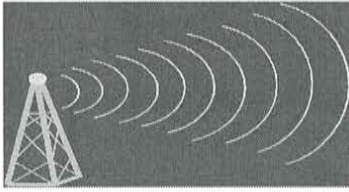
Langone	\$ 150/Hr
Boucher	\$150/Hr
Rinehart	\$175/Hr

Langone & Associates is willing to negotiate changes to the scope of work and/or schedule to accommodate the County. Langone & Associates understands the complexity and dynamics of these projects. Only those tasks to meet the RFP requirements are included in Phases 1 and 2.



Onida County  
Preliminary Project Schedule

		2015											
General Tasks		March	April	May	June	July	August	September	October	November	December	TBD	
PHASE 1	Consultant Contract Execution	█											
	Kickoff/Review Information	█											
	Identify System Technical Parameters	█											
	Download VHF Frequencies from the FCC Database	█											
	Analyze VHF Frequencies for Candidates		█										
	Develop Service and Interference Contours		█										
	Identify Frequencies that May be Available			█									
	Assess need for LOCs			█									
	Draft Report on Above Tasks			█									
	Develop Information for APCOPFCC Filing				█								
	Prepare and File Coordination and 601 Forms				█								
	Prepare and File Slow Growth Plan				█								
	Prepare and File FAA Forms				█								
	Prepare and File Environmental Notification for New or Modified Towers				█								
	Prepare and File for ASRs				█								
PHASE 2	Needs Assessment					█							
	Interview User Agencies					█							
	Requirements Document					█							
	Present Recommendations						█						
	Develop Technical Specifications						█						
	Assist with Procurement Process							█					
	Funding Approval by the County								█				
	Vendor Contract Execution									█			
	Implementation Supervision										█		
	Detailed Design Review											█	
OPTIONAL TASKS	System Staging											█	
	Site Preparation											█	
	Installation & Optimization											█	
	Training											█	
	Site Inspections and Punch List Items											█	
	Coverage Acceptance Test											█	
	Transition to the New System											█	
	Completion of Subscriber Installs											█	
	Removal of Old System											█	
	Closout Documentation											█	
Warranty Commences											█		
Project Closeout											█		
<i>Note: Schedule assumes existing antenna sites.</i>													



# Langone & Associates

## A Wireless Consulting Company

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### ***Lewis County, NY***

Contact: Cheryl LaLonde  
315-377-2031  
[clalonde@lewiscountyny.org](mailto:clalonde@lewiscountyny.org)

#### System Solutions:

Countywide multi-agency simulcast voice, analog alert paging and digital loop microwave network to support first responder agencies (800 subscribers) throughout the County. This network will improve day to day and emergency communications for state, county and local agencies. This network is part of the Central New York Interoperable Communications Consortium.

#### Agencies supported:

- Local Police Departments
- Volunteer Fire and EMS Departments
- Sheriff Department
- NY State Police
- County Departments

#### Services to be provided after approval of the conceptual design report:

- Engineering design
- Frequency planning with Canadian coordination
- Coverage analysis
- Procurement specifications
- Procurement process support
- Vendor pre-proposal conference support
- Issue addenda
- Evaluate Vendor proposal
- Vendor contract technical support
- Vendor contract design review support
- Implementation support

This system is in the implementation phase.

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



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

## Oneida County Department of Public Works

6000 Airport Road w Oriskany, New York 13424  
Phone: (315) 793-6213 w Fax: (315) 768-6299

May 2, 2016

FN 20 16-232

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

**PUBLIC WORKS**

Dear County Executive Picente,

**WAYS & MEANS**

The addition of one Family Court Judge at 301 W. Dominick Street will result in the requirement to expand Family Court facilities. The New York State Office of Court Administration has agreed to complete this task in multiple phases. The first phase includes relocation of several County departments from 301 W. Dominick Street to 300 W. Dominick Street, relocation of Court support staff from the ground floor to the 1st floor, and temporary expansion of Family Court waiting areas.

On April 24, 2015, Oneida County executed a contract with MARCH Associates for \$42,000.00 to prepare plans and specifications and provide construction administration services for the aforementioned work items. The original fee included \$10,000.00 for construction inspection services. The complexity and duration of work is significantly greater than originally estimated. Therefore, an additional \$18,000.00 is required for construction inspection services. The revised contract total would be \$60,000.00.

Please consider the enclosed contract amendment and if acceptable forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

Anthony J. Picente, Jr.  
County Executive

Date 5/18/16

Competing Proposal   X    
Only Respondent         
Sole Source RFP       

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** MARCH Associates, Architects and Planners, P.C.  
258 Genesee Street  
Utica, NY 13502

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

**Proposed Dates of Operation:** Start on Execution – 11/2/15

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

### Summary Statements

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

The addition of one Family Court Judge at 301 W. Dominick Street will result in the requirement to expand Family Court facilities. The New York State Office of Court Administration has agreed to complete this task in multiple phases. The first phase includes relocation of several County departments from 301 W. Dominick Street to 300 W. Dominick Street, relocation of Court support staff from the ground floor to the 1st floor, and temporary expansion of Family Court waiting areas.

On April 24, 2015, Oneida County executed a contract with MARCH Associates for \$42,000.00 to prepare plans and specifications and provide construction administration services for the aforementioned work items. The original fee included \$10,000.00 for construction inspection services. The complexity and duration of work is significantly greater than originally estimated. Therefore, an additional \$18,000.00 is required for construction inspection services. The revised contract total would be \$60,000.00.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$60,000.00                      Account #:

Oneida County Dept. Funding Recommendation: \$60,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$60,000.00 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

 **AIA**® Document G802™ – 2007

**Amendment to the Professional Services Agreement**

Amendment Number: 001

TO: Mark E. Laramie, P.E., Deputy Commissioner  
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 24, 2015

**BETWEEN** the Owner:

(Name and address)

Oneida County  
800 Park Ave.  
Utica, NY 13501

and the Architect:

(Name and address)

MARCH Associates, Architects & Planners  
258 Genesee St., Suite 300  
Utica, NY 13502

for the Project:

(Name and address)

301 W. Dominic & 301 W. Dominic Street Renovations  
Rome, NY

Authorization is requested

- to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:

Provide additional construction inspection services specified in Exhibit A attached hereto.

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:

Additional not-to-exceed lump sum fee of \$18,000.00

Time:

No additional time.

<b>SUBMITTED BY:</b>	<b>AGREED TO:</b>
	
(Signature)	(Signature)
Christopher J. Crolius, Partner	Anthony J. Picente Jr., Oneida County Executive
(Printed name and title)	(Printed name and title)
APRIL 6, 2016	
(Date)	(Date)

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



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

## Oneida County Department of Public Works

6000 Airport Road w Oriskany, New York 13424  
Phone: (315) 793-6213 w Fax: (315) 768-6299

May 11, 2016

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

FN 20 / 6 - 233

### PUBLIC WORKS WAYS & MEANS

Dear County Executive Picente,

On December 9, 2015, the Oneida County Board of Acquisition & Contract accepted a proposal from Delta Engineers, Architects, & Land Surveyors, P.C. for a total amount of \$224,300.00 to provide construction inspection services for the following projects.

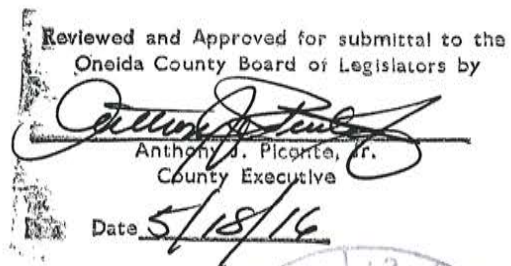
- Replacement of BIN 3310910, Old State Route 12 (CR 82) over Cincinnati Creek, Town of Remsen
- Replacement of BIN 3310470, Hawkinsville Road (CR 61) over Cummings Creek, Town of Boonville
- Superstructure Replacement of BIN 3311380, Lowell Road (CR 52) over Mud Creek, Town of Westmoreland
- Replacement of Structure C1-5A, Donley Road over Branch Unadilla River, Town of Bridgewater.
- Rehabilitation of Culvert 12+96, Randel Road, Town of Verona

Please consider the enclosed contract for the above mentioned services. If acceptable, please forward to the Oneida County Board of Legislators for further consideration.

Thank you for your support.

Sincerely,

Dennis S. Davis  
Commissioner



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



Oneida Co. Department: Public Works

Competing Proposal   X    
Only Respondent             
Sole Source RFP           

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** Delta Engineers, Architects, & Land Surveyors, P.C.  
860 Hooper Road  
Endwell, NY 13760

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

**Proposed Dates of Operation:** Start on Execution – 12/31/2016

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

### Summary Statements

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

Provide Construction Inspection Services for the following bridges and structures:

- Replacement of BIN 3310910, Old State Route 12 (CR 82) over Cincinnati Creek, Town of Remsen
- Replacement of BIN 3310470, Hawkinsville Road (CR 61) over Cummings Creek, Town of Boonville
- Superstructure Replacement of BIN 3311380, Lowell Road (CR 52) over Mud Creek, Town of Westmoreland
- Replacement of Structure C1-5A, Donley Road over Branch Unadilla River, Town of Bridgewater-
- Rehabilitation of Culvert 12+96, Randel Road, Town of Verona

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$224,300.00                      Account #: H-498

Oneida County Dept. Funding Recommendation: \$224,300.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

CONSULTING AGREEMENT

COUNTY OF ONEIDA

THIS Agreement is made and entered into this 5<sup>th</sup> day of May, 2016, by and between THE COUNTY OF ONEIDA, 800 Park Avenue, Utica, NY 13501, a municipal corporation organized and existing under the laws of the State of New York, hereinafter called "COUNTY," and Delta Engineers, Architects, & Land Surveyors, P.C., located at 860 Hooper Road, Endwell, New York 13760, hereinafter called "CONSULTANT."

WITNESSETH

WHEREAS, COUNTY requires consulting services to assist the COUNTY in performing Construction Inspection Services for bridge and structure replacement and rehabilitation projects; and

WHEREAS, CONSULTANT has submitted a proposal to perform Construction Inspection Services and CONSULTANT represents that it has the experience, licenses qualifications, staff and expertise to perform said services in a professional and competent manner; and

WHEREAS, COUNTY Board of Acquisition and Contract has authorized the contract;

NOW, THEREFORE, it is mutually agreed by COUNTY and CONSULTANT that for the consideration hereinafter set forth, CONSULTANT shall provide said services to COUNTY, as set forth in greater detail herein.

1. ARTICLE 1 - SCOPE OF WORK

- 1.1. CONSULTANT agrees to furnish services set forth in **Exhibit A** and **Exhibit B**, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit B.
- 1.2. CONSULTANT'S work product shall be completed and submitted in accordance with industry standards. Completion dates, if specified herein, may only be modified by mutual written agreement between COUNTY and CONSULTANT. CONSULTANT agrees to diligently perform the services to be provided under this Agreement.
- 1.3. It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that COUNTY relies upon the professional skills of CONSULTANT to do and perform CONSULTANT'S duties.



- 1.4. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without COUNTY'S prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of COUNTY. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of COUNTY. COUNTY is licensed to utilize these documents for COUNTY applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of COUNTY.

## 2. ARTICLE 2- INDEPENDENT CONTRACTOR/CONSULTANT STATUS

- 2.1. CONSULTANT represents that CONSULTANT is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. CONSULTANT shall use CONSULTANT'S best efforts to perform the Services such that the results are satisfactory to the COUNTY. CONSULTANT shall be solely responsible for determining the method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- 2.2. CONSULTANT may, at CONSULTANT'S own expense, employ or engage the services of such employees, subcontractors and/or partners as CONSULTANT deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the COUNTY, and the COUNTY shall have no obligation to provide Assistants with any salary or benefits. CONSULTANT shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the COUNTY, in in compliance with any and all applicable Federal, State or Local Laws and Regulations. CONSULTANT shall expressly advise the Assistants of the terms of this Agreement.
- 2.3. CONSULTANT acknowledges and agrees that CONSULTANT and its Assistants have no authority to enter into contracts that bind the COUNTY or create obligations on the part of the COUNTY without the prior written authorization of the COUNTY.
- 2.4. CONSULTANT shall inform the COUNTY within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement.

CONSULTANT maintains the right to do so at any time, and COUNTY maintains the right to contract with other individuals or entities to perform the same services.

- 2.5. It is expressly agreed that the relationship of the CONSULTANT to the COUNTY shall be that of an Independent Contractor. The CONSULTANT shall not be considered an employee of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The CONTRACTOR, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY.
- 2.6. CONSULTANT warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of CONSULTANT'S income, or (2) that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. CONSULTANT and COUNTY agree that CONSULTANT is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.
- 2.7. The CONSULTANT 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.
- 2.8. CONSULTANT acknowledges and agrees that neither CONTRACTOR, nor its Assistants, shall be eligible for any COUNTY employee benefits, including retirement membership credits.
- 2.9. CONSULTANT shall be paid pursuant to IRS Form 1099, and shall be solely responsibility for applicable taxes for all compensation paid to CONSULTANT or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to CONSULTANT'S self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The COUNTY shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). CONSULTANT shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

2.10. The CONSULTANT will indemnify and hold the COUNTY harmless from all loss or liability incurred by the COUNTY as a result of the COUNTY not making such payments or withholdings.

2.11. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the CONTRACTOR'S Independent Contractor status, it is agreed that both the COUNTY and the CONSULTANT 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.

2.12. The CONSULTANT 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.

2.13. CONSULTANT is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

2.14. CONSULTANT shall not be required to attend or undergo any training by the COUNTY. CONSULTANT shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

### 3. ARTICLE 3 – COMPENSATION

3.1. COUNTY agrees to pay CONSULTANT a not-to-exceed fee of \$224,300.00.

3.2. Payment shall be made monthly on a basis of work completed and billed in accordance with the hourly rates established in **Exhibit D** attached hereto.

3.3. CONSULTANT shall submit a detailed, itemized, expense summary with all payment requests.

3.4. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify COUNTY of the identified changes and advise COUNTY of the recommended solution. Work shall not be performed on such changes without prior written authorization of COUNTY. Payments for additional services performed shall be agreed upon in writing prior to commencement of such

additional services and payment for such additional services shall be made based on the percentage of work completed and/or on completion of major tasks.

#### 4. ARTICLE 4 - NOTICE TO PROCEED

4.1. This Agreement shall become effective upon execution of the final signature. CONSULTANT shall commence work upon receipt of COUNTY'S Notice to Proceed, which shall be in the form of a letter signed by COUNTY'S Project Manager. COUNTY'S Notice to Proceed will authorize the Contracted Services described in Exhibit A with fees described in ARTICLE 3. No work shall commence until the Notice to Proceed is issued.

#### 5. ARTICLE 5- TERMINATION

5.1. This Agreement may be terminated by COUNTY immediately for cause or upon 10 days written notice.

5.2. If this Agreement is terminated, CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that COUNTY may condition payment of such compensation upon CONSULTANT'S delivery to COUNTY of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for COUNTY in connection with this Agreement. Payment by COUNTY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same.

5.3. This Agreement may be terminated by CONSULTANT upon 10 days written notice to COUNTY only in the event of substantial failure by COUNTY to fulfill its obligations under this Agreement through no fault of the CONSULTANT.

#### 6. ARTICLE 6- PROJECT MANAGERS

6.1. COUNTY designates the Deputy Commissioner, Division of Engineering as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, upon the advice of the County Attorney, if needed, for matters relating to CONSULTANT'S performance under this Agreement, and for liaison and coordination between COUNTY and CONSULTANT. In the event COUNTY wishes to make a change in the COUNTY'S representative, COUNTY will notify CONSULTANT of the change in writing.

6.2. CONSULTANT designates Aaron P. Falkenmeyer, P.E. as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by the COUNTY Project Manager.

## 7. ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1. Indemnification. The CONSULTANT 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, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the CONSULTANT and its subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CONSULTANT and its subconsultants or failure on the part of the CONSULTANT and its subconsultants to comply with any of the covenants, terms or conditions of this Agreement.

7.2. Insurance Requirements. CONSULTANT shall procure and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by COUNTY. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by COUNTY. The certificates shall be on forms approved by COUNTY. Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. COUNTY reserves the right to require CONSULTANT to provide insurance policies for review by COUNTY. CONSULTANT grants COUNTY a limited power of attorney to communicate with CONSULTANT's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

7.3. Commercial General Liability Insurance. The CONSULTANT 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), per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000) in the aggregate. The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the COUNTY as an additional insured and to provide that

coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.

- 7.4. Professional Liability Insurance. The CONSULTANT shall maintain a professional liability policy, including errors and omissions, and will provide the COUNTY with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate. The CONSULTANT agrees that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 7.5. Auto Liability Insurance: The CONSULTANT shall maintain Auto Liability Insurance in an amount equal to or greater than \$1,000,000.00 for the duration of this Agreement. The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the COUNTY as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 7.6. Excess/Umbrella Liability Insurance: The CONSULTANT shall maintain umbrella/excess Liability Insurance in an amount not less than five hundred thousand (\$500,000) per occurrence and such insurance shall not be less than five hundred thousand (\$500,000) in the aggregate. The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the COUNTY as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 7.7. Workman's Compensation insurance shall be procured and maintained by CONSULTANT in accordance with New York State Law.
- 7.8. CONSULTANT shall require any subconsultant to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the CONSULTANT in paragraphs 7.3, 7.4, 7.5, and 7.7 above.
- 7.9. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement

8. ARTICLE 8 – NOTICES

8.1. Any notice which COUNTY may desire or is required at any time to give or serve CONSULTANT may be delivered personally, or be sent by United States mail, postage prepaid, addressed to CONSULTANT's Project Manager's attention, or at such other address as shall have been last furnished in writing by CONSULTANT to COUNTY. Any notice which CONSULTANT may desire or is required at any time to give or serve upon COUNTY may be delivered personally at 6000 Airport Road, Oriskany, NY, or be sent by United States mail, postage prepaid, addressed to Deputy Commissioner, Division of Engineering, 6000 Airport Road, Oriskany, NY 13424, or at such other address as shall have been last furnished in writing by COUNTY to CONSULTANT. Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

9. ARTICLE 9 – MISCELLANEOUS

9.1. This Agreement and all exhibits, attachments, appendices and addendums represent the entire understanding of COUNTY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.

9.2. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of COUNTY.

9.3. Should any part of this Agreement be declared by a final decision by a court of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

9.4. Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the COUNTY is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.

- 9.5. This Agreement and all matters relating to it shall be governed by the laws of the State of New York with venue for any proceeding commenced to be held in the Supreme Court of the State of New York, County of Oneida.
- 9.6. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.
- 9.7. If the COUNTY becomes party to any litigation resulting from this project that is not the fault of the CONSULTANT and that requires the CONSULTANT's services, the additional fee to be paid shall be one that is mutually agreed upon between the COUNTY and the CONSULTANT.
- 9.8. CONSULTANT agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 9.9. The COUNTY's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The COUNTY's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.10. There shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.
- 9.11. CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the COUNTY under this Agreement.
- 9.12. CONSULTANT shall comply with COUNTY's Standard Addendum attached hereto and incorporated herein.

## 10. ARTICLE 10 - TERM



10.1. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by COUNTY, or in any event, no later than December 31, 2016. The terms of this Agreement may be amended only in writing signed by both parties.

11. ARTICLE 11 - OTHER DOCUMENTS

11.1. The documents listed below shall become part of this agreement.

- 11.1.1. Exhibit A, Project Description
- 11.1.2. Exhibit B, Scope of Work
- 11.1.3. Exhibit C, Change Order
- 11.1.4. Exhibit D, Hourly Rate Schedule
- 11.1.5. Exhibit E, Certification of Consultant
- 11.1.6. Exhibit F, Standard Addendum

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

COUNTY OF ONEIDA

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

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS,  
P.C.

By: Anthony R. Paniccia Date: 5/5/14  
Anthony R. Paniccia  
President & Chief Executive Officer

APPROVED

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Merima Smajic Esq.  
Assistant County Attorney

## EXHIBIT A

### PROJECT DESCRIPTION

Estimated Construction Timeframe is Spring – Summer 2016.

Consultant shall provide Construction Inspection Services for the following projects.

1. Replacement of BIN 3310910, Old State Route 12 (CR 82) over Cincinnati Creek, Town of Remsen.
  - a. Existing bridge consists of a 49 ft. span jack arch bridge. Concrete deck and parapets with asphalt overlay supported on steel beams. Abutments are cast in place concrete on spread footings.
2. Replacement of BIN 3310470, Hawkinsville Road (CR 61) over Cummings Creek, Town of Boonville.
  - a. Existing bridge consists of a 33 ft. span steel beam bridge with reinforced concrete deck and asphalt overlays. Abutments are cast in place concrete on spread footings. Consultant shall investigate feasibility of staged construction due to excessive detour length.
3. Superstructure Replacement of BIN 3311380, Lowell Road (CR 52) over Mud Creek, Town of Westmoreland.
  - a. Existing bridge consists of a 34 ft. span steel beam bridge with wood decking and asphalt overlays. Abutments are cast in place concrete on spread footings.
4. Replacement of Structure C1-5A, Donley Road over Branch Unadilla River, Town of Bridgewater.
  - a. Existing structure consists of an 11 ft. span x 7.5 ft. rise, cast in place concrete box culvert with extensions. 2004 Soil Boring information on file and available for design.
5. Rehabilitation of Culvert 12+96, Randel Road, Town of Verona.
  - a. Existing structure consists of a 4 ft. span x 4.5 ft. rise

## EXHIBIT B

### CONSTRUCTION INSPECTOR REQUIREMENTS

The Chief Inspector, shall possess NICET Level III or Level IV Certification in Transportation / Highway Construction. In lieu of NICET Certification, proof of equivalent training and/or experience may be considered.

The Chief Inspector, shall have at least 5 years of civil or highway construction inspection experience and knowledge of construction materials and methods. He/She must have the ability to (a) maintain field and office records, (b) to perform complex quantity and engineering computations, (c) read and interpret plans and specifications, and (d) deal with people.

The Chief Inspector, must have a thorough knowledge and understanding of the New York State Department of Transportation Standard Specifications Construction and Materials Manual and the New York State Department of Transportation Manual for Uniform Record Keeping (MURK).

### CONSTRUCTION INSPECTION SCOPE OF WORK

The general scope of services for all Oneida County construction projects shall be as outlined below. Individual projects may require deviation from these basic services. Oneida County will discuss project specific requirements with the inspector prior to construction.

1. In accordance with this contract, the inspector will:
  - a. Keep a daily diary and digital photo log of all events pertinent to the progression of the project.
  - b. Verify that materials utilized are as specified in the contract documents.
  - c. Assure the project is built to the lines, grades and in accordance with the approved plans and specifications.
  - d. Document quantities in a manner sufficient to recommend payment for work completed.
  - e. Review and make recommendation of Contractor's requests for payment.
  - f. Keep County Liaison informed of progression of work.
2. Following bid opening and award of a project, Oneida County will forward bid results, plans and specifications to the inspector.
3. The Consultants Project Manager or Chief Inspector will arrange for and conduct a preconstruction meeting. The Project Manager will compile and distribute meeting minutes to all attendees. Contractor will provide project schedule, intended start date and a schedule of values to all attendees.
4. The project designer will review and approve all shop drawings. Upon approval, copies will be made available to the inspector.
5. The inspector will keep a project specific daily diary. The diary will describe the progress of work, size of work force, equipment being used, weather conditions, and any specific problems encountered. Diaries will be forwarded to the County weekly, regardless of quantity of work performed. Digital photos will document progression of work and upon project completion, photos will be assembled on CD-ROM and a copy will be provided to the County.

## EXHIBIT B

### CONSTRUCTION INSPECTOR REQUIREMENTS

6. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.
7. The inspector will take measurements, obtain a copy of delivery tickets, and record all pertinent information necessary to verify and recommend contractors payment requests.
8. The inspector will monitor construction activities and inform the County of the projects progression. The inspector will make recommendations to the County for any minor changes requested by the Contractor. The inspector will confer with the project designer regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.
9. The inspector will maintain a set of record drawings during construction. Upon project completion the inspector will forward marked up drawings to the County. The County will forward marked up drawings to the project designer to generate record plans.
10. The inspector will develop a punch list upon substantial completion of the project. The inspector will coordinate a meeting between the Contractor and the County to review the punch list.
11. The inspector will review Contractor requests for payment and forward recommendation to the County for processing. All requests for payment will be processed within two weeks after receipt, provided all information supplied is accurate and thorough.
12. The inspector will invoice the County monthly for services rendered, based upon 2015 billing rates submitted. Personnel billing rates shall be submitted for the 2015 calendar year and shall be marked "Exhibit B". In the event that projects continue into 2016 the consultant has the option to perform work under the 2015 billing rate or submit revised billing rates for consideration.

Exhibit C

Contract No. \_\_\_\_\_

Change Order No. \_\_\_\_\_

Effective Date \_\_\_\_\_

**CHANGE ORDER**

This Change Order modifies the Consulting Services Agreement entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Oneida County ("CLIENT") and Delta Engineers, Architects, & Land Surveyors, P.C. ("CONSULTANT"), this Change Order modifies the Agreement as follows:

1. **Change in Services:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Change in time of Performance** (attach schedule if appropriate):

\_\_\_\_\_

3. **Change in CONSULTANT's Compensation:**

\_\_\_\_\_

All other terms and conditions remain unchanged.

**CLIENT**

\_\_\_\_\_  
Signature


Anthony J. Picente Jr.  
Oneida County Executive  
\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

Approved

\_\_\_\_\_  
Merima Smajic  
Assistant County Attorney

**CONSULTANT**

  
\_\_\_\_\_  
Signature

Anthony R. Paniccia  
President & Chief Executive Officer  
\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

## Exhibit D

For the purpose of equal evaluation of proposals submitted, the consultant shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines. Final Consultant compensation will be based on actual number of hours committed to each individual project.

- a. Resident Engineer / Chief Inspector
- b. Project Manager
- c. Administrative Assistant

Construction documents will be prepared and all projects bid within one package. Projects may be awarded to a single or multiple Contractors.

1. BIN 3310910, Old SR 12 (CR 82) over Cincinnatti Creek, Town of Remsen.

Estimated Project Duration 12 weeks.

- a. 480 hours @ \$ 70 / hour = \$ 33,600 (straight time)
  - a. 120 hours @ \$ 80 / hour = \$ 9,600 (overtime)
  - b. 120 hours @ \$ 120 / hour = \$ 14,400
  - c. 60 hours @ \$ 40 / hour = \$ 2,400
- Total \$ 60,000

2. BIN 3310470, Hawkinsville Road (CR 61) over Cummings Creek, Town of Boonville.

Estimated Project Duration 16 weeks.

- a. 640 hours @ \$ 70 / hour = \$ 44,800 (straight time)
  - a. 160 hours @ \$ 80 / hour = \$ 12,800 (overtime)
  - b. 160 hours @ \$ 120 / hour = \$ 19,200
  - c. 80 hours @ \$ 40 / hour = \$ 3,200
- Total \$ 80,000

3. BIN 3311380, Lowell Road (CR 52) over Mud Creek, Town of Westmoreland

Estimated Project Duration 5 weeks.

- a. 200 hours @ \$ 68.75 / hour = \$ 13,750 (straight time)
  - a. 50 hours @ \$ 75 / hour = \$ 3,750 (overtime)
  - b. 50 hours @ \$ 100 / hour = \$ 5,000
  - c. 25 hours @ \$ 40 / hour = \$ 1,000
- Total \$ 23,500

4. Structure C1-5A, Donley Road (CR 5A) over Branch Unadilla River, Town of Bridgewater.

Estimated Project Duration 8 weeks.

a. 320 hours @ \$ 75 / hour = \$ 24,000 (straight time)

a. 80 hours @ \$ 85 / hour = \$ 6,800 (overtime)

b. 80 hours @ \$ 120 / hour = \$ 9,600

c. 40 hours @ \$ 40 / hour = \$ 1,600

Total \$ 42,000

5. Culvert 12+96, Randel Road (CR 48), Town of Verona

Estimated Project Duration 4 weeks.

a. 160 hours @ \$ 68.75 / hour = \$ 11,000 (straight time)

a. 40 hours @ \$ 75 / hour = \$ 3,000 (overtime)

b. 40 hours @ \$ 100 / hour = \$ 4,000

c. 20 hours @ \$ 40 / hour = \$ 800

Total \$ 18,800

Exhibit E

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of Delta Engineers, Architects, & Land Surveyors, P.C., a company organized under the laws of the State of New York, having their principal office for the transaction of business at 860 Hooper Road, Endwell, NY 13760, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or

(c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

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

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

Company: Delta Engineers, Architects, & Land Surveyors, P.C.

By: AJAHNT R. PANICIA

Name: AJAHNT R. PANICIA

Title: PRESIDENT & CEO

Date: 5/5/16

Attest: Kelcie J. Bimmler

Kelcie J. Bimmler  
Notary Public- State of New York  
No. 01B16257470  
Qualified in Broome County  
My Commission Expires March 12, 2020



Exhibit F

STANDARD ADDENDUM

THIS ADDENDUM, entered into on this \_\_\_\_ day of \_\_\_\_\_ 2016, between the County of Oneida, hereinafter known as COUNTY, and Delta Engineers, Architects, & Land Surveyors, P.C., hereinafter known as CONTRACTOR.

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

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

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

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

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of

Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

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

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

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

When applicable to the services provided pursuant to the Contract:

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

3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

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

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

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

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

**10. Records.**

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

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

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

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

## **12. Conflicting Terms.**

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

## **13. Governing Law.**

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

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

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

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

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

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



**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

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

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

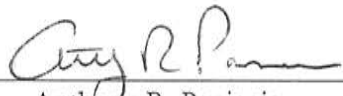
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

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

**County of Oneida**

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

~~Contractor~~ CONSULTANT

By:   
Anthony R. Panicia  
President & Chief Executive Officer

Approved

\_\_\_\_\_  
Merima Smajic  
Assistant County Attorney

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



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

## Oneida County Department of Public Works

6000 Airport Road w Oriskany, New York 13424  
Phone: (315) 793-6213 w Fax: (315) 768-6299

May 9, 2016

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

FN 20 16-234

### PUBLIC WORKS

### WAYS & MEANS

Dear County Executive Picente,

Capital Account H-305 was established to remove asbestos containing materials in the County Office Building. Floors completed to date include B2, B1, 1, 2, 3, 5, 6, and 8. Existing pneumatic HVAC control systems are replaced with digital control systems on renovated floors. This is creating an unbalanced condition in the primary air handling systems located in the boiler room. Existing pneumatic control systems can not compensate for the increased demand and reduced response times introduced by new digital control systems. Existing pneumatic control systems in the boiler room must be replaced and several primary HVAC system components need to be renovated or replaced.

MARCH Associates is currently preparing plans and specifications for abatement and renovation of the 4th floor. Integration of HVAC system upgrades for the 4th floor and work in the boiler room would be efficient and cost effective. Therefore, a proposal was solicited and received from MARCH Associates to prepare plans and specifications for this work.

On November 12, 2015 the Oneida County Board of Acquisition and Contract accepted a proposal from MARCH Associates for \$37,200.00 to prepare plans and specifications for renovation of the primary HVAC system at the Oneida County Office Building. A fee summary follows.

Original Contract Fee:	\$140,310.00	
Proposed Amendment 001:	\$37,200.00	(Primary HVAC System Renovation)
Proposed Contract Fee:	\$177,510.00	

If acceptable, please forward the enclosed contact amendment for the aforementioned services to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

Anthony J. Picente, Jr.  
County Executive

Date 5/18/16

Competing Proposal	<u>  x  </u>
Only Respondent	<u>          </u>
Sole Source RFP	<u>          </u>

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** MARCH Associates Architects & Planners, PC  
285 Genesee Street  
Utica, NY 13501

**Title of Activity or Service:** Professional Consulting Services  
**Proposed Dates of Operation:** 1/1/15 – 1/4/16

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

**Summary Statements**

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

Existing pneumatic HVAC control systems are replaced with digital control systems on renovated floors in the County Office Building. Existing pneumatic control systems can not compensate for the increased demand and reduced response times introduced by new digital control systems. Existing pneumatic control systems in the boiler room must be replaced and several primary HVAC system components need to be renovated or replaced.

MARCH Associates is currently preparing plans and specifications for abatement and renovation of the 4th floor. Integration of HVAC system upgrades for the 4th floor and work in the boiler room would be efficient and cost effective.

On November 12, 2015 the Oneida County Board of Acquisition and Contract accepted a proposal from MARCH Associates for \$37,200.00 to prepare plans and specifications for renovation of the primary HVAC system at the Oneida County Office Building. A fee summary follows.

Original Contract Fee:	\$140,310.00	
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Proposed Contract Fee:	\$177,510.00	

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

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

**Total Funding Requested:** \$177,510.00                      **Account #:** H-305  
**Oneida County Dept. Funding Recommendation:** \$177,510.00  
**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$177,510.00 (County)

**Cost Per Client Served:** N/A  
**Past Performance Data:** N/A  
**O.C. Department Staff Comments:** None



**AIA**<sup>®</sup>

# Document G802™ – 2007

## ***Amendment to the Professional Services Agreement***

Amendment Number: 001

**TO:** Mark E. Laramie, PE  
Deputy Commissioner, Division of Engineering  
Oneida County Department of Public Works  
6000 Airport Road, Oriskany, NY 13424

*(Owner or Owner's Representative)*

In accordance with the Agreement dated:

**BETWEEN** the Owner:  
*(Name and address)*  
Oneida County  
800 Park Avenue  
Utica, NY 13501

and the Architect:  
*(Name and address)*  
MARCH Associates, Architects and Planners, P.C.  
258 Genesee Street  
Utica, NY 13502

for the Project:  
*(Name and address)*  
Oneida County Office Building Reconstruction - 4th & 2<sup>nd</sup> Floors  
800 Park Ave., Utica, NY 13501

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:  
Proceed with additional services identified in proposal dated November 6, 2015 labeled Exhibit A and attached hereto.

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 \$37,200.00

Time:  
Scheduled enumerated in Exhibit A attached hereto.

SUBMITTED BY:

(Signature)

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

(Date)

AGREED TO:

(Signature)

Christopher J. Crolius, AIA  
Principal

CHRISTOPHER J. CROLIUS, PRINCIPAL  
(Printed name and title)

APRIL 30, 2016  
(Date)

November 6, 2015



Mr. Mark Laramie  
Oneida County DPW  
Division of Engineering  
6000 Airport Road  
Oriskany, NY 13424

258 Genesee Street, Suite 300  
Utica, New York 13502  
Phone 315.733.3344  
Fax 315.733.3331  
Web [marchassoc.com](http://marchassoc.com)

Re: Oneida County Office Building  
Boiler Room / HVAC Modifications  
MARCH No. 1599

Dear Mark:

MARCH Associates is pleased to submit this proposal to provide professional services to retro fit the Oneida County Office Building Boiler Room. Our proposal is based on our recent meeting and observations from previous projects. Outlined below is the proposed team, project scope, requested fee and proposed schedule.

#### **DESIGN TEAM**

MARCH Associates will be assisted by Towne Engineering. At this time, Towne is the only subconsultant we anticipate requiring to perform the work. We believe that previous projects have addressed any asbestos containing materials that would have been encountered.

#### **PROJECT SCOPE**

- Separation of the garage and building air handling system and modifying their respective control sequences. The control modifications will be coordinated with Johnson Controls and will include supply and return fan coordination.
- Correcting the Boiler Room negative pressure. This will be accomplished by replacing the associated heating and ventilation equipment and over-fire pressure control (relative to building stack effect).
- Replace automatic dampers as required.
- Repair air handling system access doors, including weather-stripping and latching upgrades, as necessary.
- Properly balance the air distribution.
- Insulate piping and ductwork abated in previous projects. This will include replacement of a portion of the existing steel flue with an insulated flue system, similar to the last project. We anticipate addressing this work item on a unit price basis to ensure that the work quality can be adjusted if additional fittings are discovered during construction.

At this time, the work will be confined to the above items within the Boiler Room.

**REQUIRED FEE**

We propose to perform the above work, based on current contractual terms for a lump sum off \$37,200. The fee includes all expense items, with the exception of the costs associated with obtaining a Building Permit.

**PROPOSED SCHEDULE**

<u>TASK</u>	<u>DATE/DURATION</u>
Notice to Proceed	December 1, 2015±
Design Phase	December 1, 2015 - February 15, 2016
OCDPW Review/Finalize Documents	February 15, 2016 - March 15, 2016
Bid Phase	March 28, 2016 - April 21, 2016
Award Phase	April 21, 2016 - May 31, 2016
Construction Phase	June 1, 2016 - September 15, 2016

I hope this proposal is responsive to your request. If you have any questions or concerns, please do not hesitate to contact me. Thank you for your continued confidence in the Design Team.

Very truly yours,



Christopher J. Crolius, AIA  
Principal

cc: Bill Towne, MARCH file

CJC/bjd



**ONEIDA COUNTY**  
**WORKERS' COMPENSATION DEPARTMENT**

ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501

PHONE: (315) 798-5688 FAX: (315) 798-5924

Michael L. Lally

Email: mlally@ocgov.net

Oneida County  
Board of Legislators  
Gerald J. Fiorini, Chairman

Workers' Compensation  
Committee  
Norman Leach, Chairman

June 1, 2016

FN 20 16-235

**WORKERS' COMPENSATION**  
**WAYS & MEANS**

Gerald J. Fiorini, Chairman  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, New York 13501

Dear Chairman Fiorini:

The Workers' Compensation Committee on 4/13/16 voted to change the method of charging plan participants for their share of administrative costs from basing that portion of the premium on the participant's value of taxable real property to basing it on the participant's payroll.

The Workers' Compensation Committee determined that the current method for charging participants for their share of plan administrative costs is unfair to most of the plan participants. The Committee feels that this law will effectively provide a more equitable and fair distribution of the plans future administrative costs to plan participants.

Attached herewith is the proposed amendment to Local Law No. 1 of 1956 and Local Law No. 7 of 1983.

I respectfully request that this be forwarded for consideration.

If you should have any questions or concerns, please do not hesitate to contact me.

Sincerely yours,



Michael Lally, Director  
Workers' Compensation Department

Cc: Norm Leach

