

THE PUTNAM COUNTY LEGISLATURE

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Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Daniel G. Birmingham	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

AGENDA

PERSONNEL COMMITTEE MEETING

TO BE HELD IN ROOM 318

PUTNAM COUNTY OFFICE BUILDING

CARMEL, NEW YORK 10512

Members: Chairman Jonke, Legislators Addonizio & Gouldman

Thursday 6:30p.m. February 13, 2025

(Protective Svcs. Mtg to Immediately Follow)

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Acceptance/Personnel Committee Meeting Minutes – October 15 & November 2024**
- 4. Approval/ Reclassification of the Position Title of Commissioner of Health to Public Health Director/ Personnel Officer Paul Eldridge**
- 5. Approval/ Confirmation of the Appointment of the Public Health Director of Putnam County/ County Executive Kevin Byrne**
 - a. FYI/ Memorandum Response From: Personnel Officer Eldridge To: Legislator Ellner’s Memorandum of January 21, 2025, Re: Appointment of Public Health Director**
- 6. Approval/ Confirmation/ Appointment Director of the Office for Senior Resources/ Marlene Barrett/ County Executive Kevin Byrne**
- 7. Approval/ Ratification of Civil Service Employees Association, Inc. (CSEA) Collective Bargaining Agreement/ First Deputy County Attorney John Cherico**

- 8. Approval/ Budgetary Transfer 25T032/ To Fund the 2025 Salary and Benefit Costs Pursuant to the Ratified Contract Agreement between Putnam County and the CSEA**
- 9. Approval/ Budgetary Amendment 25A015/ Department of Social Services/Award from NYS Office of Children and Family Services to Child Advocacy Center/ Commissioner of DSS, Mental Health and the Youth Bureau Sara Servadio**
- 10. FYI/ Accident Report**
- 11. FYI/ Incident Report**
- 12. Other Business**
- 13. Adjournment**

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**PERSONNEL COMMITTEE MEETING
HELD IN ROOM 318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512
Members: Chairman Jonke, Legislators Castellano & Nacerino**

Tuesday

October 15, 2024

The meeting was called to order at 6:30PM by Chairman Jonke who requested Legislator Castellano lead in the Pledge of Allegiance. Upon roll call Legislators Castellano, Nacerino and Chairman Jonke were present.

Item #3 – 2025 Budget Review

Chairman Jonke stated that he will be speaking to the Personnel Department Items first, and then the smaller departments budget items will be addressed and move forward from there.

Page 35-37 – Personnel Dept.

Page 35 – 52110 – Furniture and Furnishings, Legislator Castellano stated the amount requested was \$1,500 and the amount put in the tentative budget is \$750, will that be adequate funding.

Personnel Officer Paul Eldridge stated they were able to purchase an item this year, so it should be enough.

Chairman Jonke questioned if there was anything requested that Personnel Officer Edridge did not receive that he would like to discuss.

Personnel Officer Paul Eldridge stated there were some amounts modified from the requested amount, but believe they will be fine. He stated there were some changes to the medical coverage amounts, which he introduced Deputy Personnel Officer Adriene Iasoni to speak to.

Page 35 – 54152 - Medical Exams Testing, Deputy Personnel Officer Adriene Iasoni stated the Medical Exams Testing was increased. She stated that funding pays for the medical examinations Pre- Duty for the Correction Officers, Police Officers, Deputy Sheriffs, and additionally they do the testing of the SWAT members.

Page 35 – 54182 – Consultants, Personnel Officer Paul Edridge explained this was increased, because they believe there is a need to evaluate some titles throughout the County, where they are having issues recruiting candidates. He stated that he would like to do a compensation

review. He stated that he has discussed this with Commissioner DGS Tully in terms of how much it would cost to hire an outside consultant to conduct a study. He stated it was projected that it would cost in the area of \$15,000.

Page 35 – 54329 – Promotional Materials, Legislator Crowley questioned if this is part of what was being discussed.

Personnel Officer Paul Eldridge explained it is part of that and recruiting as well as hosting more Job Expos.

Page 250 – 9050 - Unemployment Ins., Chairman Jonke requested Commissioner of Finance Lewis speak to this.

Commissioner of Finance Michael Lewis stated the amount of Unemployment Ins., fluctuates based on volume, and the final proposed amount in the tentative budget was based on trend analysis.

Page 252 - 9060 – Accident/Health Insurance, Commissioner of Finance Michael Lewis stated there are approximately 440 retirees and pursuant to Resolution #304 of 2019 that set forth the rates, the projected budget for 2025 for Health Insurance Retirees is set at \$8,423,667.00, which is a 10% increase from 2024.

Page 97 – Personnel Services, Commissioner of Planning, Development & Public Transportation Barbara Barosa stated there are two (2) reclassifications she submitted. She stated the Director of Transportation position (802010120) to Deputy Commissioner of Planning, Development & Public Transportation and the Confidential Secretary to the Commissioner of Planning & Transportation (802010115) reclassify to a Planner I (Grade 16). She stated she also requested an Account Clerk position, which was a position that used to be in said department.

Chairman Jonke confirmed these personnel requests were all approved by the Administration.

Legislator Castellano stated the Planner I (Grade 16) and Account Clerk position are exam positions is there an existing list for these positions.

Personnel Officer Paul Eldridge stated they do have an Account Clerk list.

Legislator Montgomery questioned if the Deputy Commissioner of Planning, Development & Public Transportation will be required to be a Certified Planner.

Commissioner of Planning, Development & Public Transportation Barbara Barosa stated it is preferred but not required.

Page 8 - Real Property, Director of Real Property Patricia McLoughlin stated last year when she began, she requested a small increase for her two (2) employees to try and get them out of the base level. She stated both of the positions in her office are classified as Senior Office Assistant (page 8 Personnel Services section of the budget). She stated she does not need two (2) of those positions. She stated she requested that 135510107 - Senior Office Assistant be reclassified to Real Property Tax Services Assistant. She explained the person currently in the 135510107 - Senior Office Assistant is doing the work of a Real Property Tax Services Assistant. She stated there is more calculating, analysis and spreadsheet work, and there is more liability. She stated that the position would serve as a backup to the Director of Real Property Tax Services. She stated the requested reclassification would result in a salary increase.

Legislator Castellano questioned if one of the Senior Office Assistant Positions is going to be zeroed out.

Director of Real Property Patricia McLoughlin stated there is a test for the Real Property Tax Services Assistant and the County's Deputy Personnel Officer Iasoni will contact the State of New York to request the test. She stated once the exam is made available, she would offer both of her employees the opportunity to take the test. She stated if 135510107 - Senior Office Assistant passes the test, that individual would be moved into the reclassified position, and the 135510107 - Senior Office Assistant position would be removed. She stated if that employee does not pass the exam, then the Real Property Tax Services Assistant would be kept vacant. She clarified that that the employee in the 135510107 - Senior Office Assistant carries out the responsibilities of the Real Property Tax Services Assistant.

Legislator Castellano requested clarification that this reclass, and salary increase will be done in January.

Personnel Officer Paul Eldridge stated that is correct.

Legislator Nacerino questioned if Personnel Officer Eldridge believes the test will be available within the year.

Personnel Officer Paul Eldridge stated he is hopeful because it is a standard position across the State of New York.

Page 27 – Probation Department, Director of Probation John Osterhout stated he has requested several personnel changes. He stated he would begin with the request to Reclassify the -

314010120 - Account Clerk/Typist II position to a Senior Account Clerk, he stated the employee is currently carrying out the job responsibilities of the Senior Account Clerk position.

Chairman Jonke requested confirmation that the Personnel Department is in agreement with this request.

Director of Probation John Osterhout stated that is correct.

Chairman Jonke questioned if there was anything requested and submitted that was not approved.

Director of Probation John Osterhout stated no, all the Personnel requests he submitted were approved by the County Executive and are in the 2025 Tentative Budget.

Legislator Nacerino stated the requests were all reclassifications and vetted through the Personnel Department.

Personnel Officer Paul Eldridge stated there is only one (1) reclassification. He stated the other requests were "reallocations". He stated the Probation Department is having a difficult time recruiting employees.

Director of Probation John Osterhout stated that is correct. He stated that in 2023 he had a list of 20 names of potential candidates. He stated a third of them refused to take the job because of the salary, another third did not respond at all and the final third there were a couple who were offered the job, but for one reason or another they did not take the job. He stated he was recently able to make a provisional employee permanent. He stated the test was given again in June for Probation Assistant, and there are four (4) people on the list. He stated he has two (2) vacancies. He stated a Probation Assistant will be retiring at the end of this month and another Probation Assistant is leaving the department to work in another department, and the reason provided was the salary. He explained he reached out to his counterparts in Ulster, Dutchess, Rockland, Orange to see what the salaries are in those counties for a Probation Assistant, he found there to be a discrepancy between them all, with Putnam County having the lowest salaries.

Chairman Jonke questioned if this is something the consultant that the County is bringing on can address.

Personnel Officer Paul Eldridge stated this is time sensitive, and this is a problem in some other departments too. He stated a requirement of the Probation Assistant in Putnam County has the responsibility to do the Drug Testing, which some people do not want to do. He stated in

looking at the salaries in the other counties and the expectations of the individual in the positions they believe these requests are appropriate.

Legislator Nacerino stated so this has been vetted through the Personnel Department. She stated this needs to be addressed in all of the departments of the County, as Personnel Officer Eldridge said the Probation Department is not the only one with this challenge. She stated she anticipates hearing this similar story tonight, during the review of the Personnel budgets.

Personnel Officer Paul Eldridge stated they plan to look at the entire compensation package for the Putnam County Employees, which includes salary, benefits, longevities, increment steps etc. He stated that is what the consultant, which the Administration hopes to bring on soon, will be reviewing.

Legislator Montgomery stated that she is in support of these increases and the reclassification. She spoke to the demands and intense job responsibilities these employees have.

Director of Probation John Osterhout stated Probation Assistants are critical to the running of the Probation Department. He stated that is why he proposed this change. He stated he was not aware that the County was looking to do a review of this topic, and he is glad that will happen, perhaps his Probation Assistant will make even more next year. He stated lastly, he did request a Reclass to a Senior Probation Officer. He stated last year he requested to underfill to a Probation Officer Position, because he did not have a list for a Senior Probation Officer. He stated he is not requesting an additional position; he is requesting to go back to the Senior Probation Officer position so he can make it a promotion, this will not add an employee to his staff.

Page 71 – 10651000 – Office For Veterans Affairs, County Veterans Director Karl Rohde stated they have two (2) proposed Salary Adjustments in the tentative budget for the County Veterans Director position and the County Veterans Deputy Director position.

Legislator Nacerino requested that Director Rohde speak to the increase of workload on the Veterans Department.

County Veterans Director Karl Rohde stated there was a law that was passed (2019) “The PACT Act”. It is a law that expands on the health and benefits for Veterans exposed to burn pits, Agent Orange etc. He spoke to the claims that must be submitted by the Veteran in order to receive compensation, and that is something the Putnam County Veteran’s Department is helping with. He stated as the Veterans are becoming more aware of The PACT Act, there are more and more Veterans coming looking for guidance and assistance.

Legislator Nacerino questioned if the workload has increased significantly and is it projected that it will continue to increase.

County Veterans Director Karl Rohde confirmed that is correct and they do anticipate the numbers of Veterans will continue to increase. He spoke to the complexity of some of the cases and therefore the complexity of claim application.

Chairman Jonke questioned if the Director and Deputy Director of the County Veterans Department need to obtain certifications as a requirement of their positions.

County Veterans Director Karl Rohde stated that is correct, he provided an overview of the certification requirements.

Legislator Crowley stated her appreciation for all that the members of the County's Veterans Department and all that they do for the Veterans. She stated some of the Veterans are not computer savvy, so they strongly rely on the Veterans Department.

County Veterans Director Karl Rohde stated approximately two (2) years ago the County's Veterans Department went paperless, all the claims are submitted online. He stated it does move things along more quickly.

Legislator Nacerino expressed her appreciation for all that County Veterans Director Karl Rohde, Retired Deputy Veterans Director Art Hanley, and now Deputy Veterans Director Tanya Pennella do for the Veterans.

Page 2 – 10116500 - District Attorney Tendy stated he submitted a request for an increase that was reduced by the Administration. He stated he would like the Legislature to consider a \$5,000 stipend for the Chief Assistant District Attorney – 11651010. He stated this individual is on call 24/7 and handles all the Child Sex Abuse Cases, all the Domestic Violence Cases all the Child Pornography Cases. He stated this individual also offers assistance to the younger Assistant District Attorneys, who are on call. He stated the request of the stipend in the amount of \$5,000 would compensate this individual, without it having an impact on her salary.

Chairman Jonke questioned what reason was given for not approving the requested Salary Adjustment of \$10,000 for said position, when all of the other requests from the District Attorney's Office were approved. He clarified the salary amount approved by the Administration was in the amount of \$5,000.

District Attorney Robert Tendy stated there is a section of the County Charter (§3.01) that states the County Executive shall be the highest paid salaried County employee, said section lists some

exceptions related to certain positions, the Deputy District Attorney is not one of the positions, and he believed that had something to do with the Administration's decision.

Deputy County Executive James Burpoe stated he agrees that it was part of the decision-making process. He requested that Personnel Officer Eldridge confirm that.

Personnel Officer Paul Eldridge confirmed that no County Employee's base salary, with the exception of the District Attorney and Commissioner of Health, can be higher than the County Executive's.

Chairman Jonke questioned if a stipend would play into this.

Personnel Officer Paul Eldridge stated a stipend is not part of the base salary, so he believes it does not violate the Charter.

Chairman Jonke questioned if the Administration would support this requested stipend.

Deputy County Executive James Burpoe confirmed the Administration would support the stipend.

Legislator Nacerino stated that she is not comfortable with this being a stipend. She spoke to her reasons, which included setting a precedent that could cause a domino effect. She stated she would support a straight salary increase.

District Attorney Robert Tendy explained there is a precedent for this position. He stated the individual has received stipends in the past, in an effort to keep the person in the Putnam County District Attorney's Office. He stated he is suggesting a stipend in order to compensate an employee who is taking on a lot of additional work.

Deputy County Executive James Burpoe requested confirmation that the money to cover the stipend would come from grant funds.

District Attorney Robert Tendy stated that was correct. He further clarified that all of the stipends in the District Attorney's office are funded from Grants.

Legislator Castellano requested an explanation on the process of paying an individual a stipend.

District Attorney Robert Tendy provided a brief explanation.

District Attorney Chief of Staff Christina Rizzo stated at the end of each month she submits a Voucher and an RPC (Report of Personnel Change) for all of the stipends in the District Attorney's Office.

Chairman Jonke facilitated discussion on other options to address this request. He stated rather than a stipend, he would support and recommend amending the salary adjustment amount to \$8,000, keeping in accordance with the Charter. He stated for clarification he would not be proposing a stipend.

Chairman Jonke made a motion to amend the proposed Salary Adjustment for Position #116519103 of \$5,000 to \$8,000; Seconded by Legislator Nacerino. All in Favor.

First Assistant District Attorney Breanne Smith stated for the record that in their research and gathering of salaries from Counties similar in size and some not, in preparation for the compensation proposal that was brought forward to the County Executive, the data showed that the salary of said position #116519103, Chief Assistant District Attorney, in Putnam County was at the low end of the salaries provided.

Chairman Jonke stated he appreciates that after years of requesting, that the District Attorney's Office has finally come forward with a plan/structure related to salaries in the District Attorney's Office. He stated this will be valuable moving forward.

District Attorney Robert Tendy stated for the record they are having a difficult time filling the Appellate position. He stated that they were interviewing a candidate who did state that the 25% required contribution into the County's Health Care prevented her from considering moving forward with the interview and consideration of said position.

Chairman Jonke stated back in May or June at a Personnel Meeting, and Personnel Officer Eldridge was present, and there was a discussion about the need to come up with a plan. He stated that the time went by and he was told because the CSEA Contract had not been settled, they could not come up with a plan addressing the Health Coverage Plan. He stated then at the Budget Address, on October 3, 2024, it was reported by the County Executive that a Blue Ribbon Panel was being formed to work on this. He stated it is his opinion that if he, Personnel Officer Eldridge and a representative from the Administration were put in a room in a couple hours they could come up with a plan. He stated the names mentioned who would be on the Blue Ribbon Panel were former employees and current employees that he has a great deal of respect for. He stated however there is no reason to assemble a committee when in a few hours this could be resolved. He stated it bothers him because there are Department Heads who are having a difficult time hiring people and current employees who are paying probably more for their Health Insurance than their peers in other Counties. He stated their retirement hinges on

this and that bothers him. He stated it has been four (4) or five (5) months and there has been nothing done. He stated this should have been done.

Deputy County Executive James Burpoe stated he will relay that message back to the County Executive.

Legislator Nacerino stated the irony is that the County has the talent and resources and expertise right here under our roof.

Legislator Ellner stated that he entirely agrees with Chairman Jonke. He spoke to the points he believes need to be addressed. He stated that he believes in the end by implemented needed changes there would be an overall financial benefit to the County.

Page 2 -116519129 – Legislator Nacerino proposed to amend the Salary Adjustment from \$7,500 to 0. She stated the position would still get the cost-of-living (COLA) increase that was applied to Management Positions.

District Attorney Robert Tandy stated the position Legislator Nacerino is referring is the Chief of Staff to the District Attorney. He spoke to the large variety of responsibilities that employee carries out. He stated he believes the request of a Salary Adjustment of \$7,500 is very modest.

Legislator Crowley stated she agrees with the requested Salary Adjustment of \$7,500.

Chairman Jonke stated that he would like the Deputy County Executive to speak to the overall plan regarding the Confidential Secretary positions and Chief of Staff positions throughout the County offices.

Deputy County Executive James Burpoe stated a comprehensive review was done. He stated they looked at both positions: Confidential Secretary and Chief of Staff positions. He stated the Personnel Department came up with a baseline.

Chairman Jonke questioned how many Chief of Staff positions are in the County.

Personnel Officer Paul Eldridge stated there are four (4): in the Sheriff's Office, the District Attorney's Office, and the County Executive. He corrected himself clarifying there are three (3) Chief of Staff positions in the County.

Chairman Jonke stated there are different Chief of Staff positions but in terms of salary they are not in line with each other, what makes them different.

Deputy County Executive James Burpoe stated it has to do with the job responsibilities they carry out.

Chairman Jonke facilitated further discussion.

First Assistant District Attorney Breanne Smith spoke in support of the requested and tentative Salary Adjustment of \$7,500. In summary the number of cases and investigations are increasing yearly, and the tremendous increase of the workload for the attorneys has an impact on the support staff. She stated their Chief of Staff goes above and beyond the scope of responsibilities.

Legislator Nacerino stated there are many employees in the County Departments carrying out various duties. She stated as an example the support staff of the Legislature. She stated they do various duties and go above and beyond and work sometimes from 9:00a.m. until 10:00p.m. She stated she recognizes that each department is unique and recognizes each department has employees who are deserving of increases. She stated the position being discussed is an appointed position which was originally a Confidential Secretary position. She stated the position title was changed to Chief of Staff and at that point received a \$5,000 increase in salary she stated this position has also received almost \$5,000 in stipends. She stated that we look to seek parity the best we can throughout the County. She stated there are a lot of unsung heroes throughout the County. She stated she remained steadfast in her proposal to zero out the Salary Adjustment of \$7,500 and stay with the COLA increase.

Legislator Montgomery communicated her support for the requested and tentative Salary Adjustment of \$7,500.

Chairman Jonke facilitated further discussion.

Page 38 - Health Department, Senior Fiscal Manager Bill Orr spoke to this budget. He stated that the Health Department submitted 12 Personnel changes, and nine (9) were approved in the tentative 2025 Budget. He stated they were not granted an increase for eight (8) nursing positions. He stated Interim Commissioner Dr. Nesheiwat, unfortunately, was unable to attend this meeting. He stated he and Commissioner Nesheiwat understand that there are a lot of steps that need to be carried out for the nursing positions, because they are all CSEA positions. He stated that there are three (3) nursing vacancies currently (page 41) which makes it very difficult to hire and fill the vacancies.

Page 41 – Health Department – Nursing, Chairman Jonke stated that he did speak with Personnel Officer Eldridge regarding the Nurses. He stated there is a plan to conduct a study of the County's Nursing Positions.

Personnel Officer Eldridge spoke briefly about the plan to study the Nursing Positions in terms of recruiting Nurses. He stated that some of the changes have been put in place and have attracted interested candidates. He stated however Supervising Public Health Nurse Percacciolo has informed him that the candidates would not accept the positions based on the salaries. He stated in the Personnel Department budget there is funding in the Consultant line. He stated that will go towards an outside Consultant looking at some of the positions the County is having difficulty filling and providing recommendations.

Chairman Jonke facilitated further discussion.

Legislator Ellner questioned Fiscal Manager Orr if there are any other reasons that have been provided by the candidates that deterred them from taking the job.

Fiscal Manager Orr stated the Health Insurance coverage has been mentioned.

Personnel Officer Paul Eldridge read from a list he had of reasons why candidates chose not to take the job. In summary: accepted other position, the salary offered is too low. He stated there were 14 candidates who provided this feedback, with the majority of candidates coming for the interview once the recruitment process began and the hiring was being done at a Step 3.

Legislator Crowley expressed reasons why she believes the salary being offered is not doable. She stated it was her opinion that an individual could not live on that salary and payoff debt.

Legislator Nacerino recommended the funding be put into Sub contingency, since this will be a long-term plan, with no target date yet available.

Legislator Montgomery requested the Relcass to Supervising Public Health Nurse (page 41 401011915) be approved.

Chairman Jonke explained these are CSEA position the Legislature does not have the authority to do that.

Legislator Nacerino made a motion to put the Proposed requested amounts (page 41) 401011915 Relcass To Supervising Pub Hlth Nurse \$7,000 and 401011990 Upgrades for All Nurses \$63,560 (total= \$70,560) into Sub Contingency; Seconded by Chairman Jonke. By Roll Call Vote: 3 – Ayes. Motion Carries.

Legislator Montgomery requested the money be taken out of Sub Contingency as soon as possible.

Chairman Jonke stated that he agrees. He stated as Personnel Officer Eldridge reported there will be a study conducted. He stated again that these positions are CSEA positions and therefore the Legislature has no authority.

Legislator Sayegh questioned if the County is trying to hire into the Vacant positions. She recognized that it has to be difficult to hire into positions that have a three year old salary.

Personnel Officer Eldridge stated it is very difficult. He clarified he cannot offer anything that is not covered by their contract.

Legislator Montgomery discussed her opinion regarding the salaries in comparison to the salaries offered by Westchester County with Personnel Officer Eldridge.

Supervising Public Health Nurse Kathy Percacciolo stated she did some studies, not to their caliber, regardless of what is decided, she wanted to state that they are at critical mass right now. She stated with three (3) vacancies, they cannot keep up like this, they will have to cut services.

Chairman Jonke stated the first he heard about this was today. He repeated that he supports all workers having a fair wage. He stated that is the goal of Personnel Officer Eldridge working with a consultant on this matter.

Supervising Public Health Nurse Kathy Percacciolo stated she understands, but she just wanted everyone to be aware that they have no other option, they will have to cut services.

Page 73 – Office for Senior Resources, Chairman Jonke invited Director of OSR Michael Cunningham to speak.

Director of OSR Michael Cunningham stated he has mentioned this in the past. He stated the OSR Office has the lowest Grade employees in the County. He stated they are Grade 1 and Grade 2 that seem to be reserved for OSR. He requested that the Grade 1 position -Day Care Helper be increased. He offered a comparison that the Putnam County Stable Attendant and the Putnam County Mail Clerk positions are both at Grade 5. He stated the OSR employees, who are working with our most vulnerable adults, have been the least paid in Putnam County. He stated also the OSR Outreach Workers are at a Grade 2. He continued to speak to the change in the environment and responsibilities of the work these employees are doing.

Personnel Officer Eldridge stated the requests to change the Grade 2 positions were submitted to increase them to a Grade 8. He stated the request was addressed and approved to be raised by the Administration to a Grade 5.

Chairman Jonke questioned the request for Reclass in title 6, the Site Managers.

Personnel Officer Eldridge stated the request was to increase the positions from 30 hours to 35 hours per week. He stated that was not the top priority.

Legislator Castellano requested clarification on what is meant by “Reallocation”.

Personnel Officer Eldridge stated each Grade has four (4) Steps. He stated if someone is a Grade 2 and wants to Reallocate to Grade 8 that is a 6 Grade jump. He concluded by stating you only get to a new Grade either through a promotion or a Reallocation.

Legislator Ellner questioned on page 73 - 677210112, Aging Services Aide is Vacant. He stated it is a position that a request for funding was submitted but not awarded.

Director of OSR Michael Cunningham stated that position was sacrificed so that the upgrades to Grade 5 would go through. He stated there have also been discussions regarding compensation from the Towns. He stated each Town contributes to the salary of the Outreach Workers. He states some Towns contribute more than others. He stated that is something they are working on.

Page 55 – Mental Health – OASAS Abatement, Chairman Jonke stated that there was a request for a salary increase for position 731010904, in the amount of \$13,971.00, but in the tentative budget it shows no request. He requested Deputy County Executive James Burpoe please explain why the requested amount is not reflected in the 2025 Tentative Budget.

Deputy County Executive James Burpoe questioned where is the \$13,971.00 amount listed.

Chairman Jonke stated he has a list of split positions, and that position is on the list with the requested amount of \$13,971.00, he would like to know the Administration’s thoughts on this.

Deputy County Executive James Burpoe stated he will have to get back to him on that.

Chairman Jonke facilitated further discussion with Personnel Officer Eldridge.

Chairman Jonke stated he thought these positions were supported with grant funding.

Fiscal Manager Mental Health, DSS & Youth Bureau Kristen Wunner stated both of the increases proposed on page 55 601020924 and 601303103 are 100% funded with the Opioid Abatement funds.

Chairman Jonke made a motion to approve the salary adjustment of \$11,192.00 for 731010904 – Youth Bureau Director; Seconded by Legislator Nacerino. All in favor.

Chairman Jonke made a motion to approve \$16,729.00 for 601303103 (page 55) – Director of Child Advocacy Center (CAC); Seconded by Legislator Castellano. All in favor.

Commissioner of Mental Health, DSS & Youth Bureau Sara Servadio stated for position 601020924 (page 55) - Fiscal Manager, she requested a salary adjustment in the amount of \$12,717.00, the Administration put in the 2025 Tentative budget \$7,540.00. She stated this employee was hired at a 10% reduction in salary from the previous Fiscal Manager.

Chairman Jonke stated this 10% reduction of the existing salary when hiring a replacement into the position is not a consistent practice, it is arbitrary.

Commissioner of Mental Health, DSS & Youth Bureau Sara Servadio stated she believes it is important to note, when the prior Commissioner and Fiscal Manager of Mental Health, DSS & Youth Bureau retired the new Fiscal Manager and herself had to manage \$3 million dollars in new programing and grants and oversight. She spoke to the additional work as a result of this fact. She stated that there is a lot more that is required of the Fiscal Manager and that is why she requested the salary adjustment of \$12,717. 00.

Chairman Jonke made a motion to approve a salary adjustment of \$12,717.00 for 601020924 – (page 55) Fiscal Manager; Seconded by Legislator Nacerino. All in favor.

Commissioner of Mental Health, DSS & Youth Bureau Sara Servadio stated that will be covered by the grant funds.

Page 18 – 168010109 – Deputy Director of IT/GIS, Legislator Nacerino stated that she is in support of this proposed new position. She stated it is important to have a succession line.

Chairman Jonke stated this is a position that has been discussed for some time now, and he too is in support of this.

Page 34 – 398910109 – Confidential Secretary, Commissioner Bureau of Emergency Services Robert Lipton stated this employee also serves as the BES Fiscal Manager. He stated this

employee has been covering the duties of his Confidential Secretary and Fiscal Manager since 2013.

Chairman Jonke stated that position does have a tentative Salary Adjustment in the Tentative Budget.

Commissioner Bureau of Emergency Services Robert Lipton stated yes a small increase. He stated that he had requested \$10,000.

Chairman Jonke questioned Finance Commissioner Lewis and Deputy County Executive Burpoe as to why again this was another case of the requested amount having been submitted by the Department Head, but the request is not included in the 2025 Tentative Budget. He stated the Legislature has a right to know this information.

Commissioner of Finance Michael Lewis stated he did not know why the requested amount was not in the tentative budget. He explained that each Department Head was to submit a letter to the County Executive with their requests. He suggested asking Deputy County Executive Burpoe.

County Executive James Burpoe stated that he did not have an explanation as to why the requested amount was not included in the 2025 Tentative Budget.

Legislator Crowley requested confirmation that Commissioner Lipton did submit a letter to County Executive Byrne requesting the salary adjustment.

Commissioner Bureau of Emergency Services Robert Lipton stated yes he did, however he did not have a copy with him.

Chairman Jonke stated this is not up to Commissioner Lipton.

Legislator Crowley stated she understood that, and that she just wanted to confirm a letter had been submitted.

Legislator Nacerino stated we are back discussing a Confidential Secretary who performs the duties in said position and an additional multitude of duties that are essential to the operations of the perspective department. She stated she was informed this employee carries out an array of duties, has a great deal of responsibility and does grant administration, which is in of itself a great deal of work and responsibility and very important to the operations of the department. She stated she does not believe the proposed \$2,500 amount is enough to adequately compensate this employee for the responsibilities carried out. She stated the employees who are paid in the range of \$55,000 - \$59,000 and then pay for health insurance do not net a lot of money to meet the cost of living and inflation. She stated when we approach this so cavalier the approval of salary adjustments in the amount of \$7,500 and \$10,000, she believes we should look to recognize the unsung heroes working in the County Departments.

Chairman Jonke facilitated a discussion about the Public Information Officer Stipend on page 34 – 123010907 which had a requested amount of \$2,500 in the 2025 tentative budget.

Legislator Nacerino questioned where is that position reflected, it is not on page 34 – 123010907 - Public Information Officer.

Commissioner BES Robert Lipton stated he had requested a position of a Public Information Officer. He stated they settled on an agreement with the County Executive's Office to use his person to help with the workload the BES has related to public information.

Chairman Jonke stated and requested clarification, on page 34: BES Commissioner Lipton submitted a requested \$2,500 for a Public Information Officer – 123010907 and requested a salary increase for his Confidential Secretary in the amount of \$10,000, that is not reflected and who was it that made the request for the Stipend for a Public Information Officer in the BES.

Legislator Nacerino questioned how many Public Information Officers there are.

Commissioner BES Robert Lipton stated he believes there are two (2).

Legislator Nacerino questioned if both employees are receiving a \$2,500 stipend.

Chairman Jonke requested that Personnel Officer Eldridge provide some clarification.

Personnel Officer Eldridge stated he was interested to know what department the other Public Information Officer is in.

Commissioner of Finance Michael Lewis stated one of the Public Information Officers is a Management position and one is a CSEA position.

Chairman Jonke stated then the CSEA position will not be receiving any additional compensation to serve as a Public Information Officer.

Commissioner of Finance Michael Lewis stated his understanding is the employee in the CSEA position ends up working overtime that will be their compensation.

Chairman Jonke questioned would the employee in the Management position have to work overtime to do Public Information Officer work, because that is what this employee's job is in the County Executive's Office.

Deputy County Executive James Burpoe stated in the case of an emergency that employee is certified in FEMA and all of the other certifications to be a true Public Information Officer to assist across the County, which is different from what this individual's normal job as a Director of Communications (page 4).

Chairman Jonke questioned if Deputy County Executive Burpoe could explain why BES Commissioner Lipton's request for a increase of \$10,000 for his Confidential Secretary is not reflected in the budget. He stated that is very concerning to him.

Deputy County Executive James Burpoe stated he does not know and agrees that it should be listed.

Commissioner of Finance Michael Lewis stated his understanding is the directive was if a request came from an Elected Official for a Management position it would be included in the tentative. He stated when it came to Management positions from regular Department Heads they would be taken into consideration from the County Executive. He stated if it was granted it would make it to the tentative.

Legislator Montgomery questioned if Commissioner Lewis received the memos.

Commissioner of Finance Michael Lewis stated they were privy to the memos, but they were directed to the Administration.

Legislator Montgomery questioned if there was a memo sent for the requested \$10,000.

Commissioner of Finance Michael Lewis stated yes there was a memo sent.

Chairman Jonke stated he has been hearing the phrase transparency for the past two (2) years. He stated this is the furthest thing from transparency. He stated this is not fair to the Department Head, the Legislators and mostly the employee (s).

Deputy County Executive James Burpoe stated they met with all of the Department Heads and they knew what the final amount was that would be proposed.

Chairman Jonke questioned if Deputy County Executive Burpoe believed that the Legislators have a right to know what was requested.

Deputy County Executive James Burpoe confirmed he did.

Personnel Officer Paul Eldridge stated he believes part of the confusion is that the County Executive sent out a memo requesting no increases for Management Employees be submitted, instead it would be discussed with the Department Heads and a mutual recommendation will be made at that time.

Chairman Jonke the Legislature is an equal branch of government, and it is the County's budget, not the County Executive's or Legislature's, it is the peoples' budget.

Legislator Nacerino stated in the past the responsibilities of a Public Information Officer (s) were carried out by employees and there was not monetary compensation.

Commissioner of BES Robert Lipton confirmed that was correct.

Legislator Nacerino stated now there is a proposal of \$2,500, which she will not call a stipend, she will call it a split. Her concern with this is that one of the PIOs will be compensated while the other will not.

Personnel Officer Eldridge stated the CSEA employee would receive overtime.

Chairman Jonke and Personnel Officer Eldridge both stated that individual will be paid overtime.

Legislator Nacerino questioned what happens when an event calling upon said PIO occurs during the workday.

Deputy County Executive Burpoe stated the two (2) individuals who are totally trained certified by FEMA, and that was not the case before.

Legislator Sayegh stated she believes the PIO should be a split position so it would be clear and transparent.

Legislator Nacerino stated she would like to make a motion to put this \$2,500 into sub contingency until further discussion is had so the Legislature can be informed on how all of this came about and clarify the logistics.

Legislator Nacerino made a motion to put the \$2,500 for a Public Information Officer – 123010907 (page 34) into Sub contingency; Seconded by Chairman Jonke. 1- Nay Legislator Castellano. Motion Carried.

Chairman Jonke requested BES Commissioner Lipton speak to his rationale as to why he proposed a pay increase for his Confidential Secretary- 398910109.

BES Commissioner Lipton stated that since 2017 the Confidential Secretary employee has been handling the responsibilities of the Fiscal Manager position. He stated the Fiscal Manager in 2017 was moved to another department. He stated the Confidential Secretary is handling two (2) full-time positions and additionally handles grant administration.

Chairman Jonke stated the Legislators are at a disadvantage in that we were not even aware a request was made. He stated he would be making a motion to increase the salary adjustment for the Confidential Secretary position to a total of \$7,500, adding \$5,000 to the \$2,500 that is in the 2025 Tentative Budget. He stated it is not the \$10,000 that was requested, but it is an acknowledgment of the employee, and the additional work said employee has taken on.

Chairman Jonke made a motion to amend the Confidential Secretary-398910109 Salary Adjustment to a total of \$7,500; Seconded by Legislator Nacerino. All in favor.

Sheriff – Administration Page 19, Chairman Jonke stated there is a salary adjustment for the Sheriff's Chief of Staff - 311010925. He questioned if the Sheriff proposed it, because there is no amount reflected in the 2025 Requested.

Sheriff Kevin McConville stated he did not submit a request. He explained it was proposed by the Administration as part of their overall plan regarding the Chief of Staff positions throughout the County.

Chairman Jonke questioned if the proposed increase of \$3,381.00 will bring the salary of said Chief of Staff position to what he believes it should be.

Personnel Officer Eldridge stated that the proposed salary adjustment will bring the salary for said Chief of Staff position to \$80,000.

Legislator Nacerino stated the Deputy County Executive has stated how the Administration made these recommendations of salary adjustments for the Chief of Staffs throughout the County Department's with the goal of achieving parity. She explained she does not agree with this approach. She stated she believes each Chief of Staff position should be reviewed and considered individually based on the skillset, qualifications, experience of the employee and the job responsibilities. She advocated to remove the recommended Chief of Staff adjustments.

Chairman Jonke questioned the Sheriff if there was anything he requested that he did not get and would like to speak to.

Sheriff McConville stated there was a position he requested, page 26- 311032118, in the Bureau of Criminal Investigations (BCI). He stated that he requested a Criminal Investigator position that was not approved by the Administration. He spoke to the need for the position, stemming from the increase in number and complexity of the cases in the BCI department. He stated a staffing deficiency hampers the units ability to respond swiftly to new cases, compromising the quality and speed of investigations. He stated currently there are eight (8) Investigators. He stated one is dedicated to the FBI Safe Streets Task Force. He stated leaving just seven (7) Investigators to manage the wide range of cases, which he spoke about. He stated in 2022 BCI handled 558 cases, that is an average of 79 cases per Investigator. He stated in 2023 the number of cases rose to 695 a 21.87% increase which relates to 99 cases per Investigator. He stated as of October 5, 2024, the Investigators have managed 655 cases, which indicates they are on track to exceed the total number of cases in 2023. He stated the numbers he quoted do not include the backgrounds that they are also responsible for. He concluded by stating he met with the Personnel Department about adding a BCI Criminal Investigator position and they approved it, it went to the Administration to put it in the 2025 Budget, but it was removed.

Chairman Jonke questioned if Sheriff McConville was given a reason why the position was removed.

Sheriff McConville stated no.

Chairman Jonke questioned if Deputy County Executive Burpoe had an explanation as to why this position was removed.

Deputy County Executive Burpoe stated he was not sure. He stated he thought the Sheriff and the County Executive discussed it. He stated the County Executive did say he was going to leave the proposed position in the requested budget line and then the Sheriff would come to present as to why the position was needed.

Chairman Jonke stated the Legislature does not prepare the budget. He stated the County Executive had months and months to prepare the budget. He stated the Legislature is to be reviewing the proposed budget.

Legislator Nacerino stated she believes Sheriff McConville made a great argument and demonstrated the need for the proposed BCI Investigator positions. She stated the need is not only based on the increased workload, but as we discuss frequently the mental impact and fatigue on those who work in these types of positions is a big concern to her. She stated additionally she sees these as essential positions to carry out the operations of said department. She is taken aback by this request being denied. She stated she will be supporting this request.

Legislator Castellano questioned if this is a tested position.

Personnel Officer Eldridge stated it is an assignment from Deputy Sheriff to Investigator.

Legislator Castellano questioned if the Deputy Sheriff position would be back filled.

Sheriff McConville confirmed the Deputy Sheriff position would be back filled.

Page 24, 311017149- Deputy Sheriff Lieutenant, Legislator Crowley stated she believed that position was removed, so would that pay scale still apply in the 2025 budget.

Sheriff McConville stated said position was reclassified. He stated the approval just came through in the past few weeks, that is why it was not yet updated in the Tentative Personnel Budget for 2025.

Legislator Crowley stated there were also two (2) First Sergeant positions that should be in the 2025 Personnel Budget for the Sheriff's Office. She stated that she only sees one (1).

Sheriff McConville explained the second First Sergeant position will be, 311017149.

Personnel Officer Eldridge stated based on the contract, the position 311017149 - First Sergeant position salary will be adjusted accordingly.

Legislator Crowley requested confirmation that both the First Sergeant Positions will be PBA positions not Management.

Personnel Officer Eldridge confirmed that was accurate.

Chairman Jonke made a motion to include the requested 311032118, the Bureau of Criminal Investigations position at a salary of \$127,783.00; Seconded Legislators Castellano and Nacerino. All in favor.

Chairman Jonke stated he does not understand why this requested position was not approved by the Administration. He would like to state the Legislature recognizes the importance and need to equip the Sheriff's Office in order for that agency to carry out the work to protect the residents of Putnam County.

Legislator Montgomery stated for the record that she likes the process this way. She supports the approach that the Sheriff had to come and present his need and justification for his requested position, which he did very well.

Chairman Jonke questioned if the Sheriff had any other matters he would like to address.

Sheriff McConville stated in 2014 there were two (2) resolutions passed #177 and #178. They called for a separation from the First Sergeants rate of pay for that of a Captain at 15%. He stated that has decreased in the last few years. He stated he respectfully requests that the figure be reinstated and included in the 2025 budget. He stated that will bring the Captains and the Undersheriff to a rate amendable to what the PBA agreed to contractually. He stated two (2) contracts were resolved quickly with the help of the Administration, Personnel and outside Counsel and the Sheriff's Office staff members. He stated the Command Staff is on call 24/7.

Chairman Jonke questioned if Sheriff McConville had anything in writing showing the proposed calculations.

Sheriff McConville stated he had backup with him, that he would submit to the Committee.

Chairman Jonke made a motion to Waive the Rules and Accept the Additional; Seconded by Legislator Castellano. All in favor.

Legislator Nacerino stated she was the Chair of the Personnel Committee in 2014. She stated there was a memorandum of agreement and she supports honoring this request.

Chairman Jonke made a motion to honor the 2014 Resolutions #177 and #178 and he will attach the additional documentation submitted with the calculations: Seconded by Legislator Castellano. All in favor.

Page 14 – Department of Public Works, Chairman Jonke stated he sees that was a proposed 144010111, Project Manager position that was approved by the Administration. He questioned if it is a tested position and is there a candidate to fill said position.

Commissioner DPW Thomas Feighery stated it is a tested position, and they do have a candidate in mind.

Chairman Jonke questioned if the candidate will take the job provisionally.

Commissioner DPW Thomas Feighery confirmed that to be correct.

Chairman Jonke questioned if the DPW Confidential Secretary received a proposed increase.

Commissioner DPW Thomas Feighery stated no. He stated that he believed the Administration and Personnel were going to look at all of the Confidential Secretary positions separately to try to balance them.

Legislator Nacerino stated it was looked at selectively. She stated the Confidential Secretary in Highway (DPW) was not looked at.

Commissioner DPW Thomas Feighery stated he thought maybe it was because it could be looked at if there is funding in contingency, which would be affected by the negotiations with the different Unions.

Legislator Addonizio stated that she reviewed the salaries of the Confidential Secretaries throughout this budget and this particular Confidential Secretary – 149010136 is the lowest paid. She requested clarification that Commissioner Feighery did not believe he had to advocate because the process was different.

Commissioner DPW Thomas Feighery stated that was correct.

Chairman Jonke questioned Deputy County Executive Burpoe as to why some Confidential Secretary positions were reviewed and salaries increased, and some were not.

Deputy County Executive Burpoe stated all of the Confidential Secretary positions were reviewed. He stated he does not know why this one did not receive an increase. He stated he would have to get back to the Legislature on that.

Legislator Nacerino stated she would like to consider an increase for this position as stated. She stated as we looked at this process it is evident to see that there is no parity. She stated morale is low because the people working hard everyday are not even acknowledged. She stated the individual in this Confidential Secretary position, she has been told, works hard and serves a big staff, and has duties and responsibilities just as it has been stated in other cases. She stated she would like to see this position receive a salary increase.

Legislator Ellner stated there are a lot of capital projects that will be worked on and he would imagine this Confidential Secretary will be additionally taxed in terms of the workload. He stated that he echoes Legislators Nacerino and Addonizio's comments that this Confidential Secretary salary is on the low scale in comparison to the others in the budget and the workload will be significantly increased.

Legislator Crowley stated she agrees that the salary of Confidential Secretary – 149010136 is obscenely low, it is very hard to live in Putnam County at that rate.

Chairman Jonke stated he would like to wait for the response that Deputy County Executive Burpoe will provide offering an explanation of the action of the Administration. He stated the Legislature has the Budget and Finance Meeting where changes to the tentative budget can be made.

Page 4 – County Executive, Chairman Jonke stated he believes the Confidential Secretary - 123010106 position in the County Executive's Office is filled by a very qualified and hard working individual. He requested an explanation for why the County Executive's Department submitted a 2025 Requested Salary Adjustment amount for this position of \$6,192.00, but only \$4,437.00 is in the 2025 Tentative budget.

Deputy County Executive Burpoe stated they were trying to keep said salary in line with what was coming back as a standardization of the Confidential Secretary salaries of that range should be. He agrees this individual is great and he would like to give her a lot more, but they are trying to keep it fair and have a baseline.

Chairman Jonke stated the individual in this position is a superstar and believes that should be acknowledged.

Legislator Nacerino stated the consistency that keeps being spoken of has not been attained, there has been no consistency for any of the Confidential Secretary positions. She stated there is a wide range of salaries. She stated it is known how hard this individual works and the level of dedication and integrity this individual has. She stated to deny said employee the amount originally requested seems in her opinion, insulting. She stated she would like to see this salary increase because it is very deserving.

Chairman Jonke made a motion to amend the \$4,437.00 and increase the 2025 Tentative Salary Adjustment to a total of \$6,192.00 for 123010106 - Confidential Secretary To County Executive; Seconded by Legislator Nacerino. All in favor.

Page 4 – County Executive, Chairman Jonke stated there is a Salary Adjustment for 123019108 – Director of Compliance & Intergovernmental Relations in the amount of \$2,600.00. He questioned if that is a full-time position.

Deputy County Executive Burpoe stated this was a full-time position, but now the individual works part-time. He stated like the Confidential Secretary, this employee works day and night. He stated this individual works as long as it is needed to get the job done.

Chairman Jonke questioned how many hours does this individual work.

Deputy County Executive Burpoe stated probably 20 – 30 hours. He repeated this individual works whenever needed.

Legislator Nacerino stated she thought 30 hours a week was considered full-time.

Personnel Officer Eldridge stated it depends. He stated in this case it is a less than Full-Time position.

Chairman Jonke stated this individual who is in the category of “Less Than Full-Time” will be making almost as much as the superstar in the County Executive’s Office, the Confidential Secretary.

Deputy County Executive Burpoe stated they are all superstars.

Legislator Montgomery stated she can attest to the work done by the Director of Compliance & Intergovernmental Relations. She stated she has been an intricate part of the difficult conversations she has had to have in her district. She stated it is very comforting to have said individual present with the level of expertise at these discussions.

Chairman Jonke stated he is not knocking the work of the individual, he is trying to make sense of the recommendations from the Administration.

Personnel Officer Eldridge stated as a reference. He believes the reason the Confidential Secretary salary adjustment was reduced by the Administration is because they wanted the salary to be raised to \$70,000. He stated the COLA increase was put in the Confidential Secretary salary’s 2025 tentative salary so the Administration’s reduced tentative salary adjustment of \$4,437.00 would have brought the salary up to \$70,000.

Legislator Nacerino stated she does not see that it is consistent throughout the budget and she is comfortable with the amendment they made.

Legislator Ellner requested the Personnel Officer offer clarification on the “Less Than Full Time” Positions.

Personnel Officer Eldridge did provide a broad overview and stated the specifications depend on the position.

Chairman Jonke facilitated further discussion.

Chairman Jonke stated that there was no one present from the Law Department. He questioned if Deputy County Executive Burpoe would be able to address any questions that may come up.

Deputy County Executive Burpoe stated he would do his best.

Page 11 – Department of Law, Chairman Jonke stated there are several (6) Salary Adjustments in the 2025 Tentative budget. He questioned the position 142010919 - Senior Deputy County Attorney is listed with a 2025 Tentative Salary Adjustment. He stated that he has recently learned that this employee is in the category of “Less than Full-Time” and the employee has been employed with the County Law Department for less than a year. He stated additionally he has learned that this employee does not work from the County Law Department, but works from home. He questioned if Deputy County Executive Burpoe was aware of this.

Deputy County Executive Burpoe stated that he is aware that this employee works Part- Time.

Chairman Jonke corrected him this employee works Less than Full-Time.

Deputy County Executive Burpoe stated he is not aware of where this employee works from.

Chairman Jonke stated we have a County Attorney who works from home. He requested confirmation on that.

Deputy County Executive Burpoe stated he does not know that for a fact where he works. He assumes he works in the County Law Department Offices and stated that he is the County Attorney, he works throughout the County.

Legislator Nacerino stated the County Attorney is an employee in a department, he is not an island unto himself, nor is the Law Department. She stated it is common knowledge that there was an office put in the County Attorney’s house. She stated employees of the County had to go and set it up. She questioned if Deputy County Executive Burpoe was aware of that.

Deputy County Executive Burpoe stated he is aware that there is no office in the County Attorney’s house that was done by the County. He stated that he has a phone and a laptop, which he believes was assigned to him through IT. He stated that is all that he is aware of.

Legislator Nacerino questioned if there is a County policy about working from home, because if we are going to talk about open and transparent and parity and consistency that needs to be stated. She stated choosing a select few and offering privileges needs to change.

Chairman Jonke stated for the reasons raised and the lack of answers he will make a motion to remove the salary adjustment for 142010919 - Senior Deputy County Attorney.

Chairman Jonke made a motion to remove the \$5,000 2025 Tentative Salary Adjustment for 142010919 - Senior Deputy County Attorney; Seconded by Legislator Nacerino. All in favor.

Page 11 - Legislator Ellner questioned the 142010118, Vacant – Deputy County Attorney. He stated the salary listed for the Vacant position is \$102,511.00 and there is a 2025 Tentative Salary Adjustment of \$17,489.00, which will bring the salary for said position up to \$120,000. He stated the new position will receive a salary of \$12,000 more than the existing County Attorneys.

Personnel Officer Paul Eldridge explained the County has been trying to hire two (2) Department of Social Services (DSS) Attorneys. He stated they must have specific experience in DSS. He stated they are having a difficult time finding candidates.

Chairman Jonke recommended moving the Salary Adjustment of \$17,489.00 into Sub-contingency and when a candidate is found you come to the Legislature for the money.

Personnel Officer Paul Eldridge stated he would hope the Legislature does not do that so they would have the ability to hire someone as soon as possible. He stated this is a part of the County Law Department, but the new hire would work with the County's Department of Social Services.

Chairman Jonke stated he believes DSS has grant funds that can be put towards the salary of their Attorney's. He questioned if DSS's grant funding will contribute to this.

Deputy County Executive Burpoe stated that he believes it will. He stated that he believes \$70,000 will be put towards said salary.

Chairman Jonke questioned why is this position in the County Law Department, when the position is one that will support DSS.

Personnel Officer Eldridge stated that was done at the request of the new Administration.

Chairman Jonke questioned where the individual will work.

Personnel Officer Eldridge stated he believes the Attorney would have an office in DSS. He stated there is already one Deputy County Attorney -142010120 from the Law Department assigned to DSS and that employee has an office in DSS.

Page 5 – Commissioner of Finance – 131010916 proposed Salary Adjustment 2025 Tentative. Commissioner of Finance Michael Lewis stated that this position is the position of the Payroll Manager. He provided an overview of this employee’s responsibilities and the added responsibilities as a result of handling the ACA (Affordable Care Act) recordings, which involves all the 1095-Cs. He stated handling that “in-house” results in a large savings for the County. He stated in comparison to surrounding counties’ salaries for this position, this is a very fair request.

Legislator Nacerino stated that she will wholeheartedly support this. She stated the Payroll Manager is a very complex position.

Commissioner of Finance Michael Lewis stated he appreciates Legislator Nacerino’s recognition and comments regarding the complex and diverse responsibilities of this position.

Item #4 – Other Business – None

Item #5 – Adjournment

There being no further business at 9:48p.m. Chairman Jonke made a motion to adjourn; Seconded by Legislator Nacerino. All in favor.

Respectfully submitted by Deputy Clerk Diane Trabulsky.

Res. February
#3

**PERSONNEL COMMITTEE MEETING
HELD IN ROOM 318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512**

Members: Chairman Jonke, Legislators Castellano & Nacerino

Tuesday

November 12, 2024

(Immediately Followed the 6:00p.m. Special Full Meeting)

The meeting was called to order at 6:44PM by Chairman Jonke who requested Legislator Castellano lead in the Pledge of Allegiance. Upon roll call Legislators Castellano Nacerino and Chairman Jonke were present.

Item #3 - Acceptance/Personnel Committee Meeting Minutes/ September 5, 2024

Chairman Jonke stated the minutes were accepted as submitted.

Item #4 - Approval/ Ratification of Putnam County Sheriff and the Putnam County Sheriff's Employees Association, Inc. (PCSEA) Collective Bargaining Agreement/ First Deputy County Attorney John Cherico

Personnel Officer Paul Eldridge stated this is the third of the four County's Union Contracts to be negotiated. He stated the memorandum of agreement has been ratified. He stated this is a five (5) year agreement. He stated they had accepted the 3.5% increase for 2023, when that was given. He stated the PBA was the only ones who did not, and that is why the PBA agreement runs from January 1, 2023 through the end of 2027, that is a five (5) year agreement also. He stated the PCSEA five (5) year agreement runs from January 1, 2024 through December 31, 2028. He stated the effective rates are: 2024- 2.75%, 2025- 2.75%, 2026- 3.00%, January 1, 2027- 1.75%, July 1, 2027- 1.75%, January 1, 2028- 1.75% July 1, 2028- 1.75%. He stated there are occasions when the rate change occurs on January 1st and then on July 1st of given year. He spoke to that. He stated also the wage for Correction Sergeant (s) shall be increased by \$2,500 prior to the application of the applicable wage increase of 2.75%. He explained the Correction Sergeant position does not receive STEP increases as the Correction Officer does. He stated the Correction Sergeant rate was below the top STEP Deputy. He stated the Holiday Pay was increased for the Correction Officer (s). He stated it is now the same as the PBA which is \$3,500. He noted it had been 12 years since that was changed for both the PBA and PCSEA. He stated new to this contract is Juneteenth is granted as a holiday effective January 1, 2025. He stated the Time and Attendance Policy was strengthened. He explained there is a lot of swapping of schedules. He stated if there is a swap and the person who is supposed to be covering the shift does not show up that creates havoc. He stated so that was addressed. He stated the negotiations were very cordial, and the PCSEA leadership is very good. He stated the Unit Membership took a vote and this agreement was passed. He stated he hopes for the approval of this committee so it can move forward.

Chairman Jonke questioned how many members are in this Unit.

Personnel Officer Elderidge stated approximately 60 to 80.

Legislator Castellano stated his appreciation to Personnel Officer Eldridge for his work in settling the contract. He stated he is glad that another contract is settled, and it sounds like a fair deal for both sides.

Legislator Nacerino stated her support.

Legislator Ellner stated he supports it, but he did not see any reference to if a member of the PCSEA declined the Health Plan.

Personnel Officer Elderidge stated there is a buyout they have, which did not change.

Legislator Ellner questioned if a County Employee declines the County Health Plan, what is the buyout.

Personnel Officer Elderidge stated he believes it is approximately \$1,000.

Legislator Ellner stated for the record in the future, he would like to see that amount increased. He stated he believes it could result in a cost savings to the tax payers.

Legislator Nacerino expressed her agreement with Legislator Ellner's suggestion and comments.

Chairman Jonke made a motion to Approve the Ratification of Putnam County Sheriff and the Putnam County Sheriff's Employees Association, Inc. (PCSEA) Collective Bargaining Agreement; Seconded by Legislator Castellano. All in favor.

Item #5 - Approval/ Budgetary Transfer 24T404/ Funding for the 2024 and 2025 Salary and Benefit Costs Pursuant to the Ratified Contract Settlement Between Putnam County and the Putnam County Sheriff's Employees Association, Inc. (PCSEA)

Chairman Jonke explained Budgetary Transfer 24T404 is the funding to support the Ratification of the PCSEA above (Item#4) contract which was approved by this Committee.

Chairman Jonke made a motion to Approve Budgetary Transfer 24T404/ Funding for the 2024 and 2025 Salary and Benefit Costs Pursuant to the Ratified Contract Settlement Between Putnam County and the Putnam County Sheriff's Employees Association, Inc. (PCSEA); Seconded by Legislator Nacerino. All in favor.

Item #6 - Approval/ Budgetary Transfer 24T400/ Dept. of Mental Health & Social Services/ Reappropriate funds to Hire Employee in a Temporary Line to be Trained/ Commissioner of DSS, Mental Health & Youth Bureau Sara Servadio

Chairman Jonke made a motion to Remove Agenda Item #6 Budgetary Transfer 24T400/ Dept. of Mental Health & Social Services/ Reappropriate funds to Hire Employee in a Temporary Line to be Trained; Seconded by Legislator Castellano. All in favor.

Legislator Montgomery requested the reason for removing this item.

Chairman Jonke stated the request came from Commissioner of DSS, Mental Health & Youth Bureau Sara Servadio. He stated the hiring will not occur in 2024, it will take place in 2025.

Item #7 - Approval/Financial Disclosure List for the Year 2025 Filing Recommended by the Putnam County Personnel Officer Pursuant to Code Section 55-7/ Personnel Officer Paul Eldridge

Chairman Jonke made a motion to Waive the Rules and Accept the Additional; Seconded by Legislator Nacerino. All in favor.

Chairman Jonke explained the Additional Item was a Revised - Financial Disclosure List for the Year 2025, sent from the Personnel Officer's Office. He stated this list is reviewed and approved annually.

Personnel Officer Eldridge stated the list is revised on an annual basis. He stated it was noticed that there were a few titles/positions that had to be added to the list and one (1) removed after the original submission. He stated the Director of Emergency Management, and Director of Communications from the County Executive's Office and the Director of Mental Health had to be added, and the Social Services Attorney position had to be removed because that position is now a Deputy County Attorney.

Legislator Nacerino stated although she will not be a Legislator after December 31, 2024, she wanted to state that she does not support making Financial Disclosure Forms public. She stated that was something mentioned that County Executive Byrne may bring forward.

Chairman Jonke questioned if a Financial Disclosure Form can be obtained via the FOIL process.

Personnel Officer Eldridge stated they can. He stated certain information would be redacted.

Legislator Ellner stated that he has been working with Personnel Officer Eldridge on that matter of what information would actually be redacted. He stated he feels strongly that any information pertaining to Family Members be redacted. He stated they are waiting to hear back from New York State on that.

Personnel Officer Eldridge stated the redaction allowed is for any Dependent Children. He stated that currently the information pertaining to spouse is required.

Legislator Ellner stated he does not believe that the information pertaining to a spouse or partner's work should be public information.

Chairman Jonke made a motion to Approve the Revised - Financial Disclosure List for the Year 2025; Seconded by Legislator Castellano. All in favor.

**Item # 8 - Update/ Personnel Officer Eldridge on Outstanding Personnel Matters/
Legislator Nacerino**

6:45PM Legislator Nacerino made a motion to go into Executive Session to discuss Personnel Matters of County Employees; Seconded by Chairman Jonke. All in favor.

Chairman Jonke requested that Personnel Officer Eldridge join the Legislators in Executive Session.

7:05PM Chairman Jonke made a motion to come out of Executive Session; Seconded by Legislator Nacerino. All in favor.

Chairman Jonke stated no action was taken in Executive Session.

Item #9 – FYI/ Accident Report – Duly Noted

Item #10 – FYI/ Incident Report – Duly Noted

Item #11 – Other Business – None

Item #12 – Adjournment

There being no further business at 7:06PM Chairman Jonke made a motion to adjourn; Seconded by Legislator Nacerino. All in favor.

Respectfully submitted by Deputy Clerk Diane Trabulsy.

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue

Carmel, New York 10512

(845) 808-1020 Fax (845) 808-1933

Paul E. Jonke *Chairman*
Amy E. Sayegh *Deputy Chair*
Diane Schonfeld *Clerk*
Robert Firriolo *Counsel*



Nancy Montgomery Dist. 1
William Gouldman Dist. 2
Toni E. Addonizio Dist. 3
Ginny Nacerino Dist. 4
Greg E. Ellner Dist. 5
Paul E. Jonke Dist. 6
Joseph Castellano Dist. 7
Amy E. Sayegh Dist. 8
Erin L. Crowley Dist. 9

AGENDA

PERSONNEL COMMITTEE MEETING

TO BE HELD IN ROOM 318

PUTNAM COUNTY OFFICE BUILDING

CARMEL, NEW YORK 10512

Members: Chairman Jonke Legislators Castellano & Nacerino

Tuesday

November 12 , 2024

(Immediately Following the 6:00p.m. Special Full Meeting)

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Acceptance/Personnel Committee Meeting Minutes – September 5, 2024**
- 4. Approval/ Ratification of Putnam County Sheriff and the Putnam County Sheriff’s Employees Association, Inc. (PCSEA) Collective Bargaining Agreement/ First Deputy County Attorney John Cherico**
- 5. Approval/ Budgetary Transfer 24T404/ Funding for the 2024 and 2025 Salary and Benefit Costs Pursuant to the Ratified Contract Settlement Between Putnam County and the Putnam County Sheriff’s Employees Association, Inc. (PCSEA)**
- 6. Approval/ Budgetary Transfer 24T400/ Dept. of Mental Health & Social Services/ Reappropriate funds to Hire Employee in a Temporary Line to be Trained/ Commissioner of DSS, Mental Health & Youth Bureau Sara Servadio**
- 7. Approval/Financial Disclosure List for the Year 2025 Filing Recommended by the Putnam County Personnel Officer Pursuant to Code Section 55-7/ Personnel Officer Paul Eldridge**
- 8. Update/ Personnel Officer Eldridge on Outstanding Personnel Matters/ Legislator Nacerino**

9. FYI/ Accident Report

10. FYI/ Incident Report

11. Other Business

12. Adjournment

PAUL ELDRIDGE
PERSONNEL OFFICER



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

cc: all
Pers. 2/13/25

Approval
Hef

M · E · M · O · R · A · N · D · U · M

DATE: January 7, 2025
TO: Diane Schonfeld, Clerk to the County Legislature
FROM: Paul Eldridge, Personnel Officer
SUBJECT: Reclassification of the Position Title of Commissioner of Health
Public Health Director

LEGISLATIVE
PUTNAM COUNTY
CARMEL, NY

2025 JAN -7 PM 4:29

As I indicated in a verbal report at the legislative Personnel Committee meeting on December 10, 2024, our office has reclassified the position of Commissioner of Health to Public Health Director to be effective upon the appointment and confirmation of a Public Health Director. Please see attached Public Health Director specification.

County Executive Kevin M. Byrne has notified the Legislature, under separate cover, of the appointment of a Public Health Director effective February 1, 2025, or as soon as possible thereafter following anticipated confirmation.

The Commissioner of Finance will be forwarding a budgetary amendment to reflect the salary for the new Public Health Director. There will be a savings in this personnel budget line. In addition, the Commissioner of Finance will request the release of monies from the sub-contingency account for the engagement of current Commissioner of Health, Dr. Michael Nesheiwat, to serve as a Medical Consultant concurrent with the Public Health Director's appointment as is required by the New York State Sanitary Code, Sec. 11.181.

I hereby request that this matter be placed on the appropriate committee for approval and subsequent movement to the full legislative meeting in February. Thank you.

Paul Eldridge
Personnel Officer

Cc: Kevin M. Byrne, County Executive
Michael J. Lewis, Commissioner of Finance

PUBLIC HEALTH DIRECTOR

DISTINGUISHING FEATURES OF THE CLASS

This is a high-level professional position with full responsibility for directing, managing and regulating the Department of Health's delivery of public health services throughout the County pursuant to the powers and duties specified in Section 352 of the Public Health Law. Duties include promoting health, disease prevention, and ensuring the highest quality of health protection to County residents through environmental sanitation, communicable disease control, personal health services, preventive healthcare, and health education. Works cooperatively with a medical consultant as is required by NYS Sanitary Code Sec. 11.181. Work is performed under general direction of the County Executive and in cooperation with the Board of Health. General supervision is exercised through subordinates over a large number of professional, technical and clerical employees. Performs related work as required.

TYPICAL WORK ACTIVITIES:

Acts as appointed health officer for the County;
Works with public health medical consultant as needed;
Reports department activities to the Board of Health, County Executive, and County Legislature and recommends actions to be taken;
Administers the local health department and is responsible for implementation of Public Health Law, State and County Sanitary Codes and County policies;
Responsible for assessing community health needs and publishing a formal Community Health Assessment on a bi-annual basis in conjunction with the Community Health Improvement Plan under Public Health Law and Part 40 of the State Sanitary Code;
Mobilizes community partnerships to identify and solve health problems, promotes program development and networking with other agencies;
Participates and promotes staff participation on community and civic boards for coordination of health and human services needs;
Develops and implements policies and programs that support individual and community health efforts in coordination with the local Board of Health, the State Department of Health and the professional staff of the department;
Assures a competent public health and personal health care workforce;
Evaluates effectiveness, accessibility and quality of personal and population-based health services and informs the public about health issues to insure access to needed health care;
Prepares and issues public relations material regarding health agency activities utilizing all appropriate media;
Authorizes and supervises departmental expenditures;
Prepares annual budget and makes fiscal recommendations to the local Board of Health and the County Executive;
Performs related work as required.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES, AND PERSONAL CHARAC-

TERISTICS: Comprehensive knowledge of the principles, practices and terminology of public health administration; thorough knowledge of Federal and State Regulations regarding public and home health care; thorough knowledge of the principles and practices of management; good knowledge of the theory and practice of management and administration; familiarity with local government operations; ability to direct and evaluate public health agency programs; ability to deal with the public on projects related to public health; ability to prepare and analyze various types of technical and statistical reports; ability to communicate effectively, both orally and in writing; ability to provide leadership that promotes cooperation of others; ability to motivate individuals; sound judgment; courteousness; tact.

MINIMUM QUALIFICATIONS:

Must meet the minimum qualifications set by **New York State Sanitary Code Section 11.182:**

- A master's degree in Public Health or a related field **AND** two (2) years of administrative experience in a health-related organization or government agency that demonstrates that the candidate possesses the knowledge and skills necessary to administer public health programs.

RESIDENCY REQUIREMENT: This position is considered to be a public officer. The holder of this position **must be a United States citizen and a resident of Putnam County.**

PLEASE NOTE:

- **Related fields include** public health nursing, health administration, community health education or environmental health.
- Counties with a **population of less than 250,000** can appoint a Public Health Director in lieu of a Commissioner, per *NYS Sanitary Code Section 11.180*
- All appointments to the position of Public Health Director and the appointment and arrangements for the medical consultant are subject to the approval of the State Commissioner of Health
- Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education.

**Personnel Committee Mtg.
February 13, 2025
#5
#5a.**

- #5 - Approval/ Confirmation of the Appointment of Public Health Director**
- a. FYI/ Memorandum Response From: Personnel Officer Eldridge To:
Legislator Ellner's Memorandum of January 21, 2025 Re:
Appointment of Public Health Director**



cc: all
Pers - 2/13/25

Approval
#6

**PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE**

January 6, 2025

Ms. Diane Schonfeld, Clerk
Putnam County Legislature
40 Gleneida Ave
Carmel, NY 10512

Dear Ms. Schonfeld,

It is my privilege to appoint Ms. Marlene Barrett as Director of the Office for Senior Resources of Putnam County in accordance with Article 12, Section 12.04 of the Putnam County Charter, subject to confirmation by the Putnam County Legislature. A copy of her resume is attached.

Ms. Barrett has served as the Deputy Director of the Office for Senior Resources of Putnam County since April 2023 and has worked in the department serving our seniors since November 2011.

I wholeheartedly recommend confirmation of Ms. Barrett's appointment as Director of the Office for Senior Resources by the Putnam County Legislature at a salary of \$113,234.

Please let this office know if you require any additional information.

Thank you for your prompt consideration of Ms. Barrett's appointment.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kevin M. Byrne".

Kevin M. Byrne
County Executive

Attachment

cc: Michael C. Bartolotti, County Clerk
Paul Eldridge, Personnel Officer

2025 JAN - 7 PM 4: 08
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

MARLENE G. BARRETT

PROFESSIONAL SUMMARY

Dependable long-term employee seeking opportunity to expand skills and continue to contribute to departmental growth and success. Considered hardworking, ethical and detail-oriented.

SKILLS

- Communication
- Budget Development
- Time Management
- Program Oversight
- Enhances Team Performance
- Problem-Solving
- Collaboration
- Detail-Oriented
- Critical Thinking

EXPERIENCE

Deputy Director

April 2023 - Current

Putnam County Office for Senior Resources | Carmel, New York

- Assists the Director in overseeing 70+ employees across five locations, three of which are satellite buildings.
- Interim supervisor for the Nutrition and Transportation Programs and Fiscal department until vacancies were filled.
- Direct supervisor for the Outreach, Case Management, Helping Hands, HHCAP and Social Adult Day Services programs.
- Act for and in the place of the Director in their absence.
- Manage daily operations and provide support to the Director.
- Participated in hiring decisions by conducting interviews and evaluating candidates' qualifications.
- Reviewed and approved employee overtime records for accuracy before submission to payroll processing.
- Trained new employees on department processes and culture.
- Acted as liaison between executive leadership and staff members to ensure information was accurately conveyed.
- Provided guidance on professional development opportunities for staff members, including trainings available within the organization or externally.
- Delegate tasks to employees according to their strengths and skillsets.
- Ensured compliance with relevant mandates, regulations, and department best practices.
- Developed and implemented Social Adult Day Services policies and procedures.
- Involved with the creation and evaluation of Request for Proposals.
- Collaborated with other County departments and local organizations to achieve program and departmental objectives.
- Facilitate interdepartmental collaboration through regular communication with staff members from other programs.
- Monitor elevated client cases and report updates to the Director.
- Assist in the creation of reports, presentations, and other documentation as needed by the Director.
- Foster positive work environment by promoting teamwork and open communication among staff members.
- Support financial management tasks such as budgeting and forecasting. Involved in two department budget cycles.

- Resolve conflicts between team members in a professional manner.
- Assist in transforming internal structure to meet changing operational demands.
- Chair internal meetings with varied program staff members.
- Continue to collect and format the annual Senior Guide publication.
- Attends the Aging Concerns Unite Us (ACUU) Conference to stay current on aging issues, enhance departmental strategies, and expand professional network.

Case Manager

November 2011 - April 2023

Putnam County Office for Senior Resources | Carmel, New York

- Conducted intake interviews and assessments, as assigned, and works with clients 60 years of age and older and/or their family members to assess needs and refer appropriately to available programs and services through the Office for Senior Resources (OSR).
- Made referrals to other agencies when indicated, and assisted clients in obtaining additional resources.
- Provided guidance to clients and their family members with filling out applications and gathering documentation for SNAP, Medicaid, Rental Assistance and/or senior housing.
- Coordinated the Expanded In-home Services for the Elderly (EISEP)/ Consumer Directed In-home Services (CDIS) programs with assessments, financial reviews, billing, and agency evaluations.
- Responsible for gathering the necessary pre-contract documentation, entering information into MUNIS, and obtaining current insurance for OSR contracts.
- Collected and formatted articles for the past nine Senior Guide publications.
- Assisted with the creation and implementation of the Helping Hands Homecare program.
- Assisted with implementation of the "Get Up and Go" Taxi Voucher program. Including creation of program documentation and forms
- Master Trainer and Peer Leader for the Chronic Disease Self-Management Program (CDSMP).
- Represented OSR at the Live Healthy Putnam Coalition, County Wellness and Walking Program meetings.
- Redesigned the At-Risk Seniors list.
- Past Alternate Certifier for the Home Energy Assistance Program (HEAP), under the supervision of the Department of Social Services. Duties include interviewing clients and processing applications to determine eligibility.
- Past certified co-coordinator of the Long-Term Care Ombudsman program, including oversight of volunteers.

EDUCATION

Master of Science - Psychology, Sport
Capella University, Minneapolis, Minnesota

Bachelor of Science - Exercise Science
Sacred Heart University, Fairfield, Connecticut

Minor: Psychology

CERTIFICATIONS

- Women in Leadership Certificate Program, *in progress*, Mercy University, Expected Completion: Dec 2024
- Notary Public, New York State, Commission expires March 2027
- Certified Case Manager, New York, Case Management Professional Training Program, 2020

**APPROVAL/CONFIRMATION/ APPOINTMENT/DIRECTOR OF THE OFFICE FOR
SENIOR RESOURCES**

WHEREAS, County Executive Kevin M. Byrne has appointed Marlene Barrett as Director of the Office for Senior Resources, pursuant to Article 12, Section 12.04 of the Putnam County Charter; and

WHEREAS, Marlene Barrett has served as Deputy Director of the Office for Senior Resources since April 2023 and possesses the requisite knowledge, experience, and qualifications to serve as the Director of the Office for Senior Resources for the County of Putnam; and

WHEREAS, the Personnel Committee of the Putnam County Legislature has considered and approved this appointment; now therefore be it

RESOLVED, that the Legislature hereby confirms the appointment of Marlene Barrett as the Director of the Office for Senior Resources for the County of Putnam, pursuant to Article 12, Section 12.04 of the Putnam County; and be it further

RESOLVED, that Marlene Barrett shall serve at the pleasure of the County Executive as Director of the Office for Senior Resources; and be it further

RESOLVED, that this appointment shall comply with the requirements to file an Oath of Office pursuant to the New York State Public Officers Law.

2025 JAN - 7 PM 4: 49
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

**Personnel Committee Mtg.
February 13, 2025
#7**

**Approval/ Ratification of Civil Service Employees
Association, Inc. (CSEA) Collective Bargaining
Agreement**

(Department of Law Cover Memo Only is Confidential)

RATIFICATION OF CSEA COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the negotiating teams for the County of Putnam (“the County”) and the CSEA, Local 1000, AFSCME, AFL-CIO, Putnam County Unit #8510, Putnam County Local 840 (“the CSEA”) met on November 20, 2023, December 14, 2023, January 4, 2024, January 18, 2024, February 1, 2024, February 15, 2024, March 5, 2024, March 14, 2024, April 4, 2024, April 17, 2024, June 13, 2024, July 31, 2024, November 26, 2024 and December 19, 2024 to discuss amended contract language and terms and conditions of employment; and

WHEREAS, the CSEA and the County have come to an Agreement concerning the terms and conditions of the employment of its members for the years January 1, 2024 through December 31, 2028; and

WHEREAS, a Memorandum of Agreement (“MOA”, see attached as Schedule A) was executed by Putnam County Executive Kevin M. Byrne, and representatives of the CSEA in which all of the terms and conditions of employment of its members were outlined; and

WHEREAS, the membership of the CSEA met on January 30, 2025 to vote to ratify the MOA; and

WHEREAS, the Personnel Committee also met and discussed the terms of the MOA on _____, 2025; and

WHEREAS, the Legislature is in agreement with the Administration and the negotiating teams that the MOA is in the best interests of both the County and the membership of the CSEA; now therefore be it

RESOLVED, the Putnam County Legislature hereby approves and ratifies the Memorandum of Agreement, dated December 19, 2024 which was entered into with the CSEA for the period of January 1, 2024 through and including December 31, 2028.

EXHIBIT "A"

12/19/24

MEMORANDUM OF AGREEMENT

By and Between the

*County of Putnam
("County")*

and the

**CSEA, Local 1000 AFSCME, AFL-CIO
Putnam County Unit #8150
Putnam County Local 840
("CSEA" or "Union")**

The January 1, 2017 through December 31, 2023 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions of the Agreement shall remain unchanged except the modification of dates and other housekeeping modifications where applicable. This Memorandum of Agreement shall be subject to approval/ratification by the Putnam County Legislature and the membership of the CSEA. Members of the respective negotiating teams affirm that they shall support the approval/ratification of this Memorandum of Agreement by their respective bodies.

1. ***Term of Agreement.*** January 1, 2024 – December 31, 2028.
2. ***Article IV, Section I – Salary.***

Effective and retroactive to January 1, 2024, each step on the salary schedule shall be increased by \$1,850 or 2.75%, whichever is higher.

Effective and retroactive to January 1, 2025, each step on the salary schedule shall be increased by 2.75%.

Effective January 1, 2026, each step on the salary schedule shall be increased by 2.75%.

Effective January 1, 2027, each step on the salary schedule shall be increased by 2.75%.

Effective January 1, 2028, each step on the salary schedule shall be increased by 3.00%.

3. *Article III, Work, Workweek, Workday, Section A, Office Personnel, Other than Highway Engineering and Nursing.*

Modify to provide that the workday for OSR is 8:00 a.m. to 4:00 p.m. except for Food Service Helper and Cook, which is 7:00 a.m. to 3:00 p.m.

4. *Article III, Work, Workweek, Workday, Section I, Variation of Workweek-Workday.*

Modify provision to read as follows:

Section I – Variation of Workweek – Workday

1. Variation of Workweek: The County may schedule a variation of the normal workweek with respect to starting and quitting times for certain departments consisting of a workweek of thirty-five (35) hours exclusive of a daily one (1) hour lunch period. The Departments and titles are as follows:

- Building Maintenance (forty (40) hour employees)
- County Clerk and Motor Vehicle
- Information Technology
- Finance
- Mental Health
- Office For Senior Resources – all titles (Aging Service Aide, Aging Service Aide II, Day Care/Home Helper, Food Service Helper, OSR Drivers, Nutrition/SNAP Food Services Aide I, Nutrition/SNAP Food Services Aide II, SNAP Assistant Aide/Driver)
- Probation (Officers, Assistants and Trainees)
- Social Services (Investigators)
- Parks (forty (40) hour employees)
- Youth Bureau – all titles

Notes:

1. Employees assigned to Building Maintenance and Parks work a 40-hour workweek, exclusive of a 1/2 hour meal period.
2. The following departments or departmental units work outside a Monday through Friday schedule:

- Parks
- Office for Senior Resources – positions currently assigned to work on Saturday
- 911 Employees

5. *Article III, Work, Workweek, Workday, Section J, Biometric Time Clock.*

Modify to provide that a biometric time clock may be used for all employees in Departments with remote locations so that members are able to record arrival and departure times. THIS SECTION SHALL NOT APPLY TO 911 EMPLOYEES.

6. *Article IV, Section A, Classification and Compensation.*

ADD provision to provide that a 911 employee who is assigned Field Training Officer duties shall be paid an additional \$1.50 per hour when performing such duties. An employee who is receiving out-of-title pay pursuant to Article IV, Section A.8 as a Supervisor or who is in a supervisory title as a regular assignment shall not be entitled to the additional Field Training Officer stipend herein.

7. *Article IV, Section A.8, Temporary Assignment to a Higher Grade Position.*

Modify to provide as follows:

8. Temporary Assignment to a Higher Grade Position

A. Except for 911 employees, ~~and~~ outside Highway Blue Collar employees ~~and Food Service Helpers and Cooks at OSR, who will receive the higher pay effective immediately, upon commencement of the work in the higher grade position,~~ other employees who are assigned on a temporary or limited basis to a higher grade position and who so act for a period of at least ~~twentyten~~ (2010) consecutive workdays shall receive the minimum of the higher grade position retroactive to the assignment to the higher grade position unless his/her present rate of pay exceeds such minimum. A higher grade position is defined as a currently vacant, encumbered or unencumbered budgeted position, allocated to a higher grade level in this agreement than the permanent employee's position whom receives the temporary assignment. All such temporary assignments, pursuant to this clause will require the authorization of the appropriate department head, evidenced by the filing of appointment paperwork, to include the usual Report of Personnel Change form filed with, and subject to the approval of, the Personnel Department. Under such circumstances the employee shall be compensated in accordance with Section B, Promotions. Employees will not be transferred from a temporary higher grade position solely for the purpose of avoiding the rate of pay of the higher grade.

~~B. 911 employees who are assigned on a temporary or limited basis to a higher grade position and who so act for a period of at least 20 consecutive workdays shall~~

~~receive the same step as held in the previous position. Employees will not be transferred from a temporary higher grade position solely for the purpose of avoiding the rate of pay from the higher grade.~~

8. *Article IV, Section G, Annual Increment.*

ADD provision to provide that an employee may not remain on the payroll by using accruals (vacation, personal leave and compensatory time) to extend effective date of resignation. Employee must be physically at work on the last day of employment. This paragraph shall not apply to retirements.

ADD provision to provide that an employee's effective date of resignation cannot be on a holiday. In order to be paid for the holiday, the employee must work the day after the holiday. This paragraph shall not apply to retirements.

9. *Article IV, Section L.1, Overtime – Call-in Pay.*

ADD provision to provide that an employee's work schedule shall not be modified for the sole purpose of avoiding payment of overtime.

10. *Article IV, Section L. 2.d., Overtime - Holidays.*

Modify to provide as follows:

d. Holiday Pay – 911 Employees:

911 full time employees who rotate shifts and/or days off and/or are regularly scheduled to work on holidays shall be entitled to 11 ~~(12 effective 2025)~~ holidays, excluding the day after Christmas. The holidays are as follows: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, ~~Juneteenth (effective 2025)~~, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day. 911 full time employees scheduled to work shall be entitled to be paid at a rate of time and one-half (1.5X) for all hours worked on any of the above enumerated holidays, except for Thanksgiving and Christmas which will be paid at a rate of double time (2X). All 911 employees not scheduled to work on a paid holiday who are required to work on such paid holiday shall be paid at the rate of double time (2X).

11. *Article IV, Section L, Overtime-Call-In, Paragraph 3 – Compensatory Time-Off*

3. Compensatory Time-Off

At the employee's option, compensatory time off at the applicable rate may be taken in lieu of monetary compensation for overtime, except that outside blue-collar employees may accumulate up to ~~sixtyeighty (6080)~~ hours compensatory time effective January 1, 2025.

The Federal Fair Labor Standards Act (FLSA) limits the amount of compensatory time that may be earned by non-law enforcement employees at 240 hours. If an employee works overtime, and they have already accrued 240 hours of compensatory time, they must be paid for the hours worked above this limit. (This paragraph is replaced by the paragraph below upon ratification by the County Legislature).

Effective upon ratification by the County Legislature, for all other employees, except blue collar and 911, the maximum amount of compensatory time that may be carried shall be one hundred seventy-five (175) hours. Employees currently in excess of one hundred seventy-five (175) hours may use the excess in 2025. Any hours remaining that are in excess of one hundred seventy-five (175) on December 31, 2025 shall be paid in January 2026 at the 2024 rate.

12. *Article IV, Section O.1 and O.2, Mileage Reimbursement.*

ADD provision to provide that when an employee is reassigned from their normal work location after reporting to work, and a County vehicle is not available, the employee shall be compensated at the IRS rate for traveling to and from the alternate work site.

13. *Article IV, Section P, Tool Allowance.*

Modify to provide that in the first year of employment, an eligible titled employee shall receive prorated tool allowance. The employee shall be eligible for the full allowance on the January 1 following hire for the next year in accordance with this current contract section.

14. *Article IV, Section R.1, Standby Pay – Caseworkers and Nurses.*

1. Stand-By Pay:

All Department of Social Services Caseworkers, CPS Supervisors and Public Health Sanitarians on standby shall be paid for a minimum of one hour's pay at the applicable overtime rate for all time spent on after-hour calls during their standby shift, totaling one hour or less. The total time spent on after-hour calls during their standby shift, in excess of one hour, shall be paid at the applicable overtime rate.

All Employees subject to the provisions of this article
Caseworkers and Nurses required to standby during evenings, weekend or holiday hours shall be compensated on the following basis for such standby:

Effective 9/2/97 Effective 1/1/2024

Handwritten notes: 7/18 12/19/24, 1/13 12/19/24, Nurses

Handwritten notes: 7/18 12/19/24, 1/13 12/19/24

12/19/24

a.	<u>Weeknights - Monday through Thursday</u>	
	5:00 p.m. – 9:00 a.m.	\$25.00
b.	<u>Weeknights – Friday</u>	
	5:00 p.m. – 9:00 a.m.	\$30.00
c.	<u>Weekends – Saturday and Sunday</u>	
	9:00 a.m. – 5:00 p.m.	\$25.00
	5:00 p.m. – 9:00 a.m.	\$30.00
d.	<u>Holidays</u>	
	9:00 a.m. – 5:00 p.m.	\$25.00
	5:00 p.m. – 9:00 a.m.	\$30.00

Effective January 1, 2025, the 2024 rates will increase by \$25.00 as follows:

a.	<u>Weeknights - Monday through Thursday</u>	
	5:00 p.m. – 9:00 a.m.	\$50.00
b.	<u>Weeknights – Friday</u>	
	5:00 p.m. – 9:00 a.m.	\$55.00
c.	<u>Weekends – Saturday and Sunday</u>	
	9:00 a.m. – 5:00 p.m.	\$50.00
	5:00 p.m. – 9:00 a.m.	\$55.00
d.	<u>Holidays</u>	
	9:00 a.m. – 5:00 p.m.	\$50.00
	5:00 p.m. – 9:00 a.m.	\$55.00

Effective January 1, 2027, the 2025 rates will increase by an additional \$25.00 as follows:

a.	<u>Weeknights - Monday through Thursday</u>	
	5:00 p.m. – 9:00 a.m.	\$75.00
b.	<u>Weeknights – Friday</u>	
	5:00 p.m. – 9:00 a.m.	\$80.00
c.	<u>Weekends – Saturday and Sunday</u>	
	9:00 a.m. – 5:00 p.m.	\$75.00
	5:00 p.m. – 9:00 a.m.	\$80.00
d.	<u>Holidays</u>	
	9:00 a.m. – 5:00 p.m.	\$75.00

5:00 p.m. – 9:00 a.m.

\$80.00

15. *Article IV, Section V, Direct Deposit*

Modify to provide that employees shall receive their W-2 and 1095-c forms electronically.

16. *Article V, Safety and Health (p. 31)*

Modify Section B to read as follows:

Section B – Motor Vehicle ~~Convictions~~ Convictions or ~~Summonses~~ Summonses

~~Effective September 2, 1997, a~~Any County employee who, as a regular part of his/her employment, drives a vehicle for County business must notify his/her Department Head, by the next business day, of any and all moving motor vehicle convictions, whether due to driving on or off duty. All County employees, to whom the above paragraph applies, must notify the County of all DWI summonses immediately.

Additionally, effective upon ratification and forward, any County employee who, as a regular part of his/her employment, drives a vehicle for County business must notify his/her Department Head, by the next business day, of any and all serious moving motor vehicle summonses, whether due to driving on or off duty. For the purposes of this provision, a serious moving motor vehicle summons shall be defined as a violation which would assess five or more points if convicted. The current summonses that would need to be reported are: Speeding in excess of 21 mph over the limit; Reckless Driving; Failing to Stop for a School Bus; Improper Cell Phone Use; Use of a Portable Electronic Device “Texting”; and Railroad Crossing Violation. The violations listed above shall be modified to be consistent with any amendments to Vehicle and Traffic Law regarding those violations in excess of five (5) or more points.

17. *Article V, Section C, Equipment and Clothing.*

Modify to provide that the County shall provide a cell phone to employees in Buildings and Grounds titles who are required to carry one by the County.

18. *Article V, Sections C.1 and C.2, Equipment and Clothing.*

Modify to provide as follows:

(1) An eligible covered employee shall be allowed to either continue with the same provision of two (2) issues of up to \$65 (effective January 1, 2025 increased to \$85.00 and effective January 1, 2027 increased to \$100.00) reimbursement or payment directly to the vendor by the County for safety shoes, or

(2) An eligible covered employee may select a one-time (annually) issue of up to \$130 effective January 1, 2025 increased to \$170.00 and effective January 1, 2027 increased to \$200.00 reimbursement or payment directly to the vendor by the County for the safety shoes. (Per 5/8/2012 MOU)

19. *Article V, Section C.2, Equipment and Clothing.*

Modify to provide as follows:

2. The County will provide full time 911 employees, upon completion of probationary period, with four (4) issues each of shirts and pants, two (2) issues of non-hooded sweatshirts, and one (1) issue of a jacket. All of the aforesaid clothing shall be replaced upon accounting by the employee by either retiring the article to be replaced or by giving an acceptable explanation of why the article needs to be replaced. Full time 911 employees shall also be entitled to a shoe allowance of up to \$100 per year effective January 1, 2025 increased to \$125.00 which will be reimbursed upon a furnishing of a receipt to the Commissioner of Emergency Services. Shoes must be closed toe, black and either sneakers, shoes or boots. Part-time 911 employees shall receive 1 pair of pants and 1 shirt upon completion of probation.

20. *Article VI, Section A, List of Days and Section D, Number of Paid Holidays.*

Modify to provide as follows:

Section A – List of Days (Non 911 Employees except those who normally work Monday through Friday)

The following days will be treated as paid holidays:

- | | |
|------------------------------------|-----------------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King, Jr.'s Birthday | Presidents Day |
| Veterans Day | Thanksgiving Day |
| Memorial Day | Friday Following Thanksgiving Day |
| Independence Day | Labor Day |
| Christmas Day | <u>Juneteenth effective 2025</u> |

The day after Christmas shall be observed as a paid holiday only if the day after Christmas is a Monday, Tuesday, Wednesday, Thursday, or Friday.

Section D – Number of Paid Holidays

The holiday schedule set forth herein shall be deemed to grant employees no more than ~~twelvethirteen~~ (1213) paid holidays ~~in any one year effective 2025~~.
This Section shall not apply to 911 employees.

21. *Article VIII, Section B.1, Bereavement Leave.*

Modify to provide as follows:

Section B – Bereavement Leave

1. In the event of death in the employee's immediate family, he/she shall be granted time off without loss of regular pay up to a maximum of four (4) non-consecutive workdays ~~(except 911 employees)~~, not chargeable to sick leave accruals, one of which shall be the day of death, or day of funeral. ~~However, no employee shall receive less than three (3) working days. However, any leave requested and granted beyond said four (4) days shall be considered and charged as "sick leave" provided said employee has sufficient accrued sick leave. All 911 employees shall be entitled to three (3) non-consecutive bereavement days.~~

22. *Article VIII, Leaves, Section D, Personal Leave.*

Modify to provide as follows:

Personal leave shall be prorated during the last year of employment. Used but unearned personal leave shall be deducted from the employee's compensatory time or vacation accruals upon separation. If there are insufficient accruals, the used and unearned personal leave shall be deducted from the employee's last paycheck.

23. *Article VIII, Section F.1, Sick Leave – 911 Employees.*

Modify to provide as follows:

Section F – Sick Leave – 911 Employees

1. 911 employees who are covered under this Agreement who are on sick leave will generally be confined to their home. However, if medically approved, such employees may leave their home for short periods of time, ~~provided the Department Head or designee is so advised in advance and that the employee further reports their return to home. Furthermore, e~~ Employees on sick leave may be medically determined to be available for light duty and so utilized.

24. *Article VIII, Section F.4, Sick Leave – 911 Employees.*

Modify to provide as follows:

4. 911 employees who use the number of sick days in a calendar year, as stated in the chart below, shall receive the cash bonus payment stated in the chart.

<u>Days</u>	<u>Cash Bonus</u>
0 days	\$ 1,300 1,500/year
3 days	\$ 650 750/year

911 employees who do not utilize any sick leave in a calendar half year (January – June or July – December) shall receive a pro rata payment of (\$~~650~~750) in the second payroll period succeeding such calendar half year stated above. Employees that utilize 1 to 1 ½ sick days in a calendar half year (January – June or July – December) shall be paid such pro rata payment (\$~~325~~375) in the second payroll period succeeding such calendar half year stated above.

25. *Article IX, Section A, Insurances.*

Modify to provide as follows:

Section A – Insurances

The County will, subject to any other provisions of this Article, continue the following present insurance programs: Health Insurance on a self-funded basis or Health Maintenance Organizations, Putnam County Disability Insurance, Dental Insurance coverage and Vision coverage, and will, except as modified below, pay the total cost of employee's and dependent's (including domestic partners by executing all necessary forms and in compliance with carrier requirements) premiums for said programs.

26. *Article IX, Section A.3, Health Insurance for Retirees.*

The following provision shall be added to this Section.

Employees shall be entitled to retiree health insurance pursuant to all applicable County Resolutions in effect on January 1, 2024.

27. *Article IX, Insurance and Pensions, Section A, Paragraph 3, Health Insurance for Retirees.*

Modify first sentence to provide:

“Any employee who retires on or after 1/1/08 and who is eligible for retiree health insurance benefits in accordance with the provisions of this agreement, County legislative resolutions, and eligible per NYSHIP Rules and Regulations, which includes being enrolled with health insurance coverage in NYSHIP at the time of retirement, and who opts out of such retiree health insurance due to other coverage, shall receive a cash payout equivalent to fifty (50%) percent of the value of Individual Coverage for the plan with the most active employee enrollees.”

28. *Article X, Section C, Personnel Manual.*

Modify provision to provide as follows:

Section C – Personnel Manual

The County agrees to provide all present and each new employee with a personnel manual containing employee benefits, conditions of employment and including work rules not specified herein. The County Personnel Manual shall be made available to all employees through the County website.

29. *Article XV, Grievance Procedure and Alternate Disciplinary Procedure, Section C – Stages, Step Four.*

The parties agree to replace the American Arbitration Association with a rotating list of agreed upon arbitrators.

30. *Article XV, Alternate Disciplinary Procedure, Paragraph 5.f, Hearing Panel.*

The parties agree to discuss updating the current list of arbitrators.

31. *Article XVII, Term of Agreement, Section D, Titles Excluded from CSEA Bargaining Unit.*

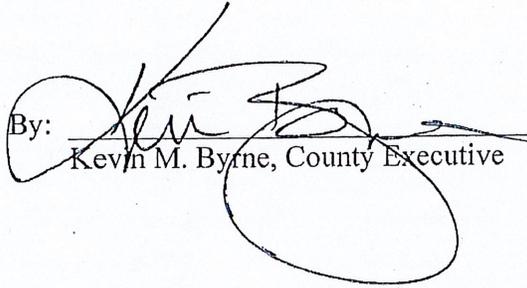
ADD to excluded titles in Office of Senior Resources the following titles:

- Fiscal Manager (already excluded in other Departments)
- Add Transportation Coordinator as included title

32. The parties agree to substitute “Department of Public Works” for “Highways and Facilities” throughout contract.

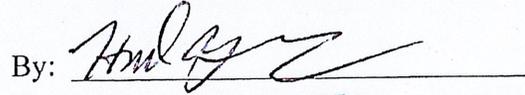
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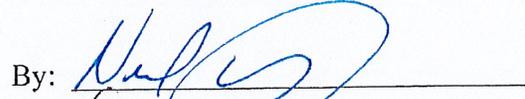
COUNTY OF PUTNAM

By: 
Kevin M. Byrne, County Executive

Dated: December 19, 2024

**CSEA, LOCAL 1000 AFSCME, AFL-CIO
PUTNAM COUNTY UNIT #8150,
PUTNAM COUNTY LOCAL 840**

By: 

By: 

By: 

Dated: December 19, 2024

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

cc: all
Pers 2/13/25
AAA

Reso
#8

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*
RE: **Budgetary Transfer – 25T032**
DATE: February 4, 2025

2025 FEB - 5 PM 3:04
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Commissioner of Finance, the following budgetary transfer is recommended.

Increase Appropriations:

10116500	51000	Personnel Services	24,084.00
10116500	58002	Social Security	1,843.00
10131000	51000	Personnel Services	31,735.00
10131000	58002	Social Security	2,426.00
10134500	51000	Personnel Services	10,874.00
10134500	58002	Social Security	832.00
10135500	51000	Personnel Services	6,697.00
10135500	58002	Social Security	513.00
10141000	51000	Personnel Services	31,102.00
10141000	58002	Social Security	2,379.00
10141100	51000	Personnel Services	39,866.00
10141100	58002	Social Security	3,051.00
10142000	51000	Personnel Services	4,700.00
10142000	58002	Social Security	360.00
10143000	51000	Personnel Services	11,672.00
10143000	58002	Social Security	892.00
10146000	51000	Personnel Services	8,638.00
10146000	58002	Social Security	660.00

10149000	51000	Personnel Services	18,020.00
10149000	58002	Social Security	1,378.00
10168000	51000	Personnel Services	26,001.00
10168000	58002	Social Security	1,989.00
10296000	51000	Personnel Services	7,733.00
10296000	58002	Social Security	592.00
10314000	51000	Personnel Services	79,401.00
10314000	58002	Social Security	6,073.00
10398900	51000	Personnel Services	90,401.00
10398900	58002	Social Security	6,916.00
12401000	51000	Personnel Services	201,876.00
12401000	58002	Social Security	15,442.00
10405900	51000	Personnel Services	26,810.00
10405900	58002	Social Security	2,051.00
10511000	51000	Personnel Services	117,065.00
10511000	58002	Social Security	8,952.00
10511100	51000	Personnel Services	64,862.00
10511100	58002	Social Security	4,963.00
10513000	51000	Personnel Services	40,353.00
10513000	58002	Social Security	3,087.00
10120000	51000	Personnel Services	286,198.00
10120000	58002	Social Security	21,895.00
22071000	51000	Personnel Services	10,397.00
22071000	58002	Social Security	795.00
10629300	51000	Personnel Services	17,682.00
10629300	58002	Social Security	1,353.00
10651000	51000	Personnel Services	5,471.00
10651000	58002	Social Security	419.00
10677200	51000	Personnel Services	94,875.00
10677200	58002	Social Security	7,261.00
10677400	51000	Personnel Services	41,338.00
10677400	58002	Social Security	3,162.00
10677500	51000	Personnel Services	7,938.00
10677500	58002	Social Security	608.00
10677700	51000	Personnel Services	26,286.00
10677700	58002	Social Security	2,010.00
10677800	51000	Personnel Services	1,577.00
10677800	58002	Social Security	121.00
10677900	51000	Personnel Services	6,047.00
10677900	58002	Social Security	463.00
10711000	51000	Personnel Services	52,718.00
10711000	58002	Social Security	4,032.00
10731000	51000	Personnel Services	17,806.00
10731000	58002	Social Security	1,361.00
10751000	51000	Personnel Services	2,948.00
10751000	58002	Social Security	226.00
10802000	51000	Personnel Services	27,429.00
10802000	58002	Social Security	2,098.00
			<hr/>
			\$ 1,550,803.00

Decrease Appropriations:

10199000 54980 Contingency \$ 1,550,803.00

Fiscal Impact - 2025 - \$1,550,803

Fiscal Impact - 2026 - TBD

This budgetary transfer is recommended to provide funding for the 2025 salary and benefit costs pursuant to the ratified contract settlement between Putnam County and the Civil Service Employees Association, Inc. (CSEA).

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
116510107	11651000	CSEA	ADMIN ASST	\$ 105,060.00	\$ 2,889.00	\$ 2,968.00	\$ 448.00	\$ 6,305.00
116510109	11651000	CSEA	SR LEGAL ASST	88,336.00	2,429.00	2,496.00	377.00	5,302.00
116510116	11651000	CSEA	PR OFFICE ASSISTANT (LEGAL)	69,699.00	1,917.00	1,970.00	297.00	4,184.00
116510120	11651000	CSEA	SR OFFICE ASST (LEGAL)	57,128.00	1,571.00	1,614.00	244.00	3,429.00
116510131	11651000	CSEA	SR OFFICE ASST (LEGAL)	54,603.00	1,502.00	1,543.00	233.00	3,278.00
116510132	11651000	CSEA	SR OFFICE ASST (LEGAL)	57,128.00	1,571.00	1,614.00	244.00	3,429.00
131010105	13101000	CSEA	TAX COLLECTION SUPV	101,595.00	2,794.00	2,871.00	433.00	6,098.00
131010109	13101000	CSEA	ACCOUNTANT	92,641.00	2,548.00	2,618.00	395.00	5,561.00
131010111	13101000	CSEA	ASST TAX COLLEC SUPV	80,294.00	2,208.00	2,269.00	342.00	4,819.00
131010113	13101000	CSEA	SR ACCOUNT CLERK	59,291.00	1,631.00	1,678.00	253.00	3,560.00
131010115	13101000	CSEA	ACCOUNT CLERK	49,046.00	1,349.00	1,386.00	209.00	2,944.00
131010118	13101000	CSEA	ASST PAYROLL CLERK	63,871.00	1,756.00	1,804.00	272.00	3,832.00
131010121	13101000	CSEA	ACCOUNT CLERK	47,196.00	1,298.00	1,334.00	201.00	2,833.00
131010122	13101000	CSEA	PR ACCOUNT CLERK	75,203.00	2,068.00	2,125.00	321.00	4,514.00
134510106	13451000	CSEA	SENIOR ACCOUNT CLERK	59,291.00	1,631.00	1,676.00	253.00	3,560.00
134510108	13451000	CSEA	ASST SUPV PLAN & DESIGN	135,723.00	3,732.00	3,835.00	579.00	8,146.00
135510105	13551000	CSEA	SR. OFFICE ASSISTANT	55,097.00	1,515.00	1,557.00	235.00	3,307.00
135510107	13551000	CSEA	SR. OFFICE ASSISTANT	57,852.00	1,591.00	1,635.00	247.00	3,473.00
135510907	13551000	CSEA	RECLASS TO REAL PROPERTY TAX SERVICES ASSISTANT	7,158.00	197.00	202.00	31.00	430.00
141010105	14101000	CSEA	RCDS CLERK/TYPIST	63,782.00	1,754.00	1,802.00	272.00	3,828.00
141010107	14101000	CSEA	RCDS CLERK/TYPIST	52,676.00	1,449.00	1,489.00	225.00	3,163.00
141010108	14101000	CSEA	RCDS CLERK/TYPIST	45,517.00	1,252.00	1,286.00	194.00	2,732.00
141010109	14101000	CSEA	SR CLERK	57,852.00	1,591.00	1,635.00	247.00	3,473.00
141010112	14101000	CSEA	RCDS CLERK/TYPIST	50,650.00	1,393.00	1,431.00	216.00	3,040.00
141010115	14101000	CSEA	SR RCDS CLERK/TYPIST	73,938.00	2,033.00	2,089.00	315.00	4,437.00
141010116	14101000	CSEA	SR RCDS CLERK/TYPIST	67,065.00	1,844.00	1,895.00	286.00	4,025.00
141010117	14101000	CSEA	SR RCDS CLERK/TYPIST II	80,458.00	2,213.00	2,274.00	343.00	4,830.00
141010118	14101000	CSEA	RCDS CLERK/TYPIST	60,744.00	1,670.00	1,716.00	259.00	3,645.00
141010908	14101000	CSEA	REALLOCATION TO STEP 2 IN 2024 (PENDING)	5,133.00	141.00	145.00	22.00	308.00
141110104	14111000	CSEA	MV CASHIER- EXAMINER	57,128.00	1,571.00	1,614.00	244.00	3,429.00
141110106	14111000	CSEA	MV CASHIER- EXAMINER	63,876.00	1,757.00	1,805.00	272.00	3,834.00
141110107	14111000	CSEA	MV CASHIER- EXAMINER	54,603.00	1,502.00	1,543.00	233.00	3,278.00
141110108	14111000	CSEA	MV CASHIER- EXAMINER	66,133.00	1,819.00	1,869.00	282.00	3,970.00
141110109	14111000	CSEA	MV CASHIER- EXAMINER	57,128.00	1,571.00	1,614.00	244.00	3,429.00
141110111	14111000	CSEA	MV CASHIER- EXAMINER	52,476.00	1,443.00	1,483.00	224.00	3,150.00
141110112	14111000	CSEA	MV CASHIER- EXAMINER (SP)	47,124.00	1,296.00	1,332.00	201.00	2,829.00
141110113	14111000	CSEA	MV CASHIER- EXAMINER	57,128.00	1,571.00	1,614.00	244.00	3,429.00
141110114	14111000	CSEA	MV CASHIER- EXAMINER	59,984.00	1,650.00	1,695.00	256.00	3,601.00
141110116	14111000	CSEA	ACCOUNT CLERK II	63,781.00	1,754.00	1,802.00	272.00	3,828.00
141110117	14111000	CSEA	MV CASHIER- EXAMINER	78,068.00	2,147.00	2,206.00	333.00	4,686.00
141110118	14111000	CSEA	MV CASHIER- EXAMINER (SP)	52,476.00	1,443.00	1,483.00	224.00	3,150.00
141110999	14111000	CSEA	RECLASS TO ASST DMV SUPERVISOR	5,061.00	139.00	143.00	22.00	304.00
142010113	14201000	CSEA	OFFICE MANAGER	84,308.00	2,318.00	2,382.00	360.00	5,060.00
143010114	14301000	CSEA	OFFICE ASSISTANT	47,404.00	1,304.00	1,340.00	202.00	2,846.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
143010118	14301000	CSEA	SR OFFICE ASST	45,517.00	1,252.00	1,286.00	194.00	2,732.00
143010120	14301000	CSEA	PR OFFICE ASSISTANT	63,871.00	1,756.00	1,804.00	272.00	3,832.00
143010121	14301000	CSEA	ASST PERSONNEL CLERK	47,124.00	1,296.00	1,332.00	201.00	2,829.00
143010914	14301000	CSEA	RECLASS TO RECEPTIONIST (GRADE 6)	2,915.00	80.00	82.00	12.00	174.00
143010920	14301000	CSEA	RECLASS TO PERSONNEL ASSISTANT (GRADE 13)	2,509.00	69.00	71.00	11.00	151.00
149010116	14901000	CSEA	RECEPTIONIST	59,948.00	1,649.00	1,694.00	256.00	3,599.00
149010125	14901000	CSEA	ACCOUNTANT	95,420.00	2,624.00	2,696.00	407.00	5,727.00
149010132	14901000	CSEA	PR ACCOUNT CLERK	63,389.00	1,743.00	1,791.00	270.00	3,804.00
149010137	14901000	CSEA	ACCOUNTING SUPV	102,023.00	2,806.00	2,883.00	435.00	6,124.00
149010925	14901000	CSEA	RECLASS TO ACCOUNTING SUPV(7/1/2025)	2,407.00	66.00	68.00	10.00	144.00
146010103	14601000	CSEA	LABORER	55,804.00	1,535.00	1,577.00	238.00	3,350.00
146010104	14601000	CSEA	CLERK	49,552.00	1,363.00	1,400.00	211.00	2,974.00
146010105	14601000	CSEA	TYPIST	49,552.00	1,363.00	1,400.00	211.00	2,974.00
168010101	16801000	CSEA	REAL PROP SYST SUPV	62,343.00	1,714.00	1,761.00	266.00	3,741.00
168010102	16801000	CSEA	GRAPH DESIGN & COMP SUPP SPEC	65,023.00	1,788.00	1,837.00	277.00	3,902.00
168010110	16801000	CSEA	IT OPERATIONS ASST	60,744.00	1,670.00	1,716.00	259.00	3,645.00
168010118	16801000	CSEA	GIS PROGRAM SPECIALIST	72,821.00	2,003.00	2,058.00	311.00	4,372.00
168010119	16801000	CSEA	ACCOUNT CLERK	49,046.00	1,349.00	1,386.00	209.00	2,944.00
168010121	16801000	CSEA	PRINCIPAL ACCT CLERK/TYPIST	73,534.00	2,022.00	2,078.00	314.00	4,414.00
168010122	16801000	CSEA	SR. NETWORK ADMIN/WEB DESIGN	82,854.00	2,278.00	2,341.00	353.00	4,972.00
314010106	31401000	CSEA	SR TYPIST	65,695.00	1,807.00	1,857.00	280.00	3,944.00
314010118	31401000	CSEA	PROBATION ASSISTANT	55,803.00	1,535.00	1,577.00	238.00	3,350.00
314010120	31401000	CSEA	ACCOUNT CLERK/TYPIST II	63,782.00	1,754.00	1,802.00	272.00	3,828.00
314010123	31401000	CSEA	PROBATION SUPERVISOR I	114,621.00	3,152.00	3,239.00	489.00	6,880.00
314010124	31401000	CSEA	PROBATION SUPERVISOR I	127,854.00	3,516.00	3,613.00	545.00	7,674.00
314010125	31401000	CSEA	PROBATION OFFICER II/SR PROB	88,131.00	2,424.00	2,491.00	376.00	5,291.00
314010126	31401000	CSEA	PROBATION OFFICER II/SR PROB	110,337.00	3,034.00	3,117.00	471.00	6,622.00
314010127	31401000	CSEA	PROBATION OFFICER II/SR PROB	102,022.00	2,806.00	2,883.00	435.00	6,124.00
314010129	31401000	CSEA	PROBATION OFFICER II/SR PROB	97,164.00	2,672.00	2,745.00	414.00	5,831.00
314010130	31401000	CSEA	PROBATION OFFICER I	80,027.00	2,201.00	2,262.00	341.00	4,804.00
314010132	31401000	CSEA	PROBATION OFFICER I	65,329.00	1,797.00	1,846.00	279.00	3,922.00
314010133	31401000	CSEA	PROBATION OFFICER I	84,194.00	2,315.00	2,379.00	359.00	5,053.00
314010134	31401000	CSEA	PROBATION OFFICER I	80,027.00	2,201.00	2,262.00	341.00	4,804.00
314010135	31401000	CSEA	PROBATION OFFICER I (SP)	80,027.00	2,201.00	2,262.00	341.00	4,804.00
314010136	31401000	CSEA	PROBATION ASSISTANT	53,146.00	1,462.00	1,502.00	227.00	3,191.00
314010137	31401000	CSEA	PROBATION ASSISTANT	48,888.00	1,344.00	1,381.00	208.00	2,933.00
314010138	31401000	CSEA	PROBATION OFFICER I	76,366.00	2,100.00	2,158.00	326.00	4,584.00
314010918	31401000	CSEA	REALLOCATION FROM GRADE 7 TO GRADE 10	3,682.00	101.00	104.00	16.00	221.00
314010920	31401000	CSEA	RECLASS TO SR ACCOUNT CLERK	4,855.00	134.00	138.00	21.00	293.00
314010936	31401000	CSEA	REALLOCATION FROM GRADE 7 TO GRADE 10	3,506.00	96.00	99.00	15.00	210.00
314010937	31401000	CSEA	REALLOCATION FROM GRADE 7 TO GRADE 10	5,514.00	152.00	156.00	24.00	332.00
314010999	31401000	CSEA	RECLASS FROM PROBATION OFFICER I TO PROBATION OFFI	12,970.00	357.00	367.00	55.00	779.00
398910110	39891000	CSEA	SR TYPIST	63,782.00	1,754.00	1,802.00	272.00	3,828.00
398910117	39891000	CSEA	SR TYPIST	55,097.00	1,515.00	1,557.00	235.00	3,307.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
398912101	39891000	CSEA	EMS DISPATCHER	76,048.00	2,091.00	2,149.00	324.00	4,564.00
398912102	39891000	CSEA	EMS DISPATCHER	49,286.00	1,355.00	1,392.00	210.00	2,957.00
398912103	39891000	CSEA	EMS DISPATCHER	76,498.00	2,104.00	2,162.00	326.00	4,592.00
398912105	39891000	CSEA	DSPTCH CTR SUPV	87,377.00	2,403.00	2,469.00	373.00	5,245.00
398912106	39891000	CSEA	DSPTCH CTR SHFT SUPV	80,917.00	2,225.00	2,286.00	345.00	4,856.00
398912107	39891000	CSEA	EMERG SVC DISPATCHER	55,930.00	1,538.00	1,580.00	239.00	3,357.00
398912108	39891000	CSEA	EMS DISPATCHER	53,930.00	1,483.00	1,524.00	230.00	3,237.00
398912112	39891000	CSEA	EMS DISPATCHER	68,623.00	1,887.00	1,939.00	293.00	4,119.00
398912115	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	65,979.00	1,814.00	1,864.00	281.00	3,959.00
398912116	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	65,979.00	1,814.00	1,864.00	281.00	3,959.00
398912117	39891000	CSEA	DSPTCH CTR SHFT SUPV	77,064.00	2,119.00	2,177.00	329.00	4,625.00
398912118	39891000	CSEA	DSPTCH CTR SHFT SUPV	54,154.00	1,489.00	1,530.00	231.00	3,250.00
398912119	39891000	CSEA	DSPTCH CTR SHFT SUPV	81,642.00	2,245.00	2,307.00	348.00	4,900.00
398912120	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	76,382.00	2,101.00	2,159.00	326.00	4,586.00
398912121	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	71,883.00	1,977.00	2,031.00	307.00	4,315.00
398912122	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	70,623.00	1,942.00	1,995.00	301.00	4,238.00
398912123	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	68,623.00	1,887.00	1,939.00	293.00	4,119.00
398912124	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	63,979.00	1,759.00	1,807.00	273.00	3,839.00
398912125	39891000	CSEA	EMERGENCY SERVICES DISPATCHER	55,930.00	1,538.00	1,580.00	239.00	3,357.00
398912126	39891000	CSEA	EMS DISPATCHER	53,930.00	1,483.00	1,524.00	230.00	3,237.00
398912927	39891000	CSEA	EMERGENCY SERVICES DISPATCHER (HELP)	49,286.00	1,355.00	1,392.00	210.00	2,957.00
398912928	39891000	CSEA	EMERGENCY SERVICES DISPATCHER (HELP)	49,286.00	1,355.00	1,392.00	210.00	2,957.00
398912929	39891000	CSEA	EMERGENCY SERVICES DISPATCHER (HELP)	49,286.00	1,355.00	1,392.00	210.00	2,957.00
298610102	29861000	CSEA	ASSOC ACCNT CLERK	84,308.00	2,318.00	2,382.00	360.00	5,060.00
298610103	29861000	CSEA	SENIOR ACCOUNT CLERK	54,402.00	1,496.00	1,537.00	232.00	3,265.00
401010102	40101000	CSEA	FISCAL TECHNICIAN	90,987.00	2,502.00	2,571.00	388.00	5,461.00
401010112	40101000	CSEA	OFFICE ASSISTANT	49,552.00	1,363.00	1,400.00	211.00	2,974.00
401010113	40101000	CSEA	RECEPTIONIST	42,456.00	1,168.00	1,200.00	181.00	2,549.00
401010115	40101000	CSEA	ACCOUNT CLERK II	55,097.00	1,515.00	1,557.00	235.00	3,307.00
401010117	40101000	CSEA	OFFICE ASSISTANT	41,090.00	1,130.00	1,161.00	175.00	2,466.00
401019103	40101000	CSEA	PUB HLTH NURSE	97,218.00	2,673.00	2,747.00	415.00	5,835.00
401019104	40101000	CSEA	SR PUB HLTH PRGM ASST	76,627.00	2,107.00	2,165.00	327.00	4,599.00
401011101	40101000	CSEA	SUPV PUB HLTH NURSE	149,635.00	4,115.00	4,228.00	638.00	8,981.00
401011113	40101000	CSEA	SR PUB HLTH NURSE	79,031.00	2,173.00	2,233.00	337.00	4,743.00
401011114	40101000	CSEA	PUB HLTH NURSE (SS)	83,981.00	2,309.00	2,372.00	358.00	5,039.00
401011115	40101000	CSEA	SR PUB HLTH NURSE	107,228.00	2,949.00	3,030.00	457.00	6,436.00
401011116	40101000	CSEA	PUB HLTH NURSE (SS)	80,116.00	2,203.00	2,264.00	342.00	4,809.00
401011118	40101000	CSEA	ASST PUB HLTH EDC II (SP)	92,538.00	2,545.00	2,615.00	395.00	5,555.00
401011120	40101000	CSEA	PUB HLTH NURSE (SS)	80,116.00	2,203.00	2,264.00	342.00	4,809.00
401011121	40101000	CSEA	PUB HLTH NURSE	83,981.00	2,309.00	2,372.00	358.00	5,039.00
401011122	40101000	CSEA	PUB HLTH PRGM ASST TRAINEE	70,418.00	1,936.00	1,989.00	300.00	4,225.00
401037101	40101000	CSEA	PUB HLTH SANITARIAN	92,589.00	2,546.00	2,616.00	395.00	5,557.00
401043104	40101000	CSEA	PUB HLTH SANITARIAN TRAINEE	38,916.00	1,070.00	1,099.00	166.00	2,335.00
401012104	40101000	CSEA	PUB HLTH SANITARIAN	83,981.00	2,309.00	2,372.00	358.00	5,039.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
401012106	40101000	CSEA	PUB HLTH SANITARIAN II	115,854.00	3,186.00	3,274.00	494.00	6,954.00
401012107	40101000	CSEA	ASSOC PUB HLTH SANIT	149,635.00	4,115.00	4,228.00	638.00	8,981.00
401012112	40101000	CSEA	PR ENV HLTH ENG AIDE	32,916.00	905.00	930.00	140.00	1,975.00
401012118	40101000	CSEA	ASSOC PUB HLTH SANIT	131,770.00	3,624.00	3,724.00	562.00	7,910.00
401012119	40101000	CSEA	PUB HLTH SANITARIAN	92,589.00	2,546.00	2,616.00	395.00	5,557.00
401012123	40101000	CSEA	ASST PUB HLTH ENG	97,259.00	2,675.00	2,749.00	415.00	5,839.00
401012124	40101000	CSEA	ASST PUB HLTH ENG	97,259.00	2,675.00	2,749.00	415.00	5,839.00
401012126	40101000	CSEA	PUB HLTH SANITARIAN	88,180.00	2,425.00	2,492.00	376.00	5,293.00
401012127	40101000	CSEA	PUB HLTH SANITARIAN	83,981.00	2,309.00	2,372.00	358.00	5,039.00
401012128	40101000	CSEA	SR PUB HLTH SANITARIAN	107,228.00	2,949.00	3,030.00	457.00	6,438.00
401012129	40101000	CSEA	SR PUB HLTH ENGINEER	139,859.00	3,846.00	3,952.00	597.00	8,395.00
401012130	40101000	CSEA	CLERK (SP) (RECLASS TO OFFICE ASSISTANT)	41,090.00	1,130.00	1,161.00	175.00	2,466.00
401012132	40101000	CSEA	SR OFFICE ASST (SP)	52,676.00	1,449.00	1,489.00	225.00	3,163.00
401012133	40101000	CSEA	INTERMEDIATE OFFICE ASSISTANT	59,291.00	1,631.00	1,676.00	253.00	3,560.00
401012134	40101000	CSEA	RECLASS TO ASSISTANT PUBLIC HEALTH ENGINEER (GRADE	39,970.00	1,099.00	1,129.00	170.00	2,398.00
401012919	40101000	CSEA	RECLASS TO SR PUBLIC HEALTH SANITARIAN	5,113.00	141.00	145.00	22.00	308.00
401012923	40101000	CSEA	RECLASS TO PUB HLTH ENG	5,213.00	143.00	147.00	22.00	312.00
401012926	40101000	CSEA	RECLASS TO SR PUBLIC HEALTH SANITARIAN	3,841.00	106.00	109.00	16.00	231.00
401042101	40101000	CSEA	ENVIR HEALTH AIDE	47,124.00	1,296.00	1,332.00	201.00	2,829.00
401043104	40101000	CSEA	PUB HLTH SANITARIAN TRAINEE	38,916.00	1,070.00	1,099.00	166.00	2,335.00
401026101	40101000	CSEA	SUPV PUB HLTH EDUCATOR	113,828.00	3,130.00	3,216.00	485.00	6,831.00
401026102	40101000	CSEA	ASST PUB HLTH EDC II	92,538.00	2,545.00	2,615.00	395.00	5,555.00
401026106	40101000	CSEA	EPIDEMIOLOGIST	97,259.00	2,675.00	2,749.00	415.00	5,839.00
401026109	40101000	CSEA	SR PUB HLTH PRGM ASST	76,586.00	2,106.00	2,164.00	327.00	4,597.00
401026112	40101000	CSEA	SR PUB HLTH PRGM ASST	80,458.00	2,213.00	2,274.00	343.00	4,830.00
401026911	40101000	CSEA	PUB HLTH PRGM ASST TRAINEE	52,482.00	1,443.00	1,483.00	224.00	3,150.00
401026111	40101000	CSEA	RECLASS TO PUB HLTH PRGM ASST	2,472.00	68.00	70.00	11.00	149.00
401026906	40101000	CSEA	RECLASS TO SENIOR EPIDEMIOLOGIST (GRADE 22)	4,365.00	120.00	123.00	19.00	262.00
401026909	40101000	CSEA	RECLASS TO PUBLIC HEALTH EDUCATOR (EFFECTIVE 7/1/20	6,112.00	168.00	173.00	26.00	367.00
401026113	40101000	CSEA	ASSISTANT PUBLIC HEALTH EDUCATOR BILINGUAL TRAINEE	56,673.00	1,559.00	1,602.00	242.00	3,403.00
401055101	40101000	CSEA	BIOTERROR HLTH PLAN COORD	112,589.00	3,096.00	3,181.00	480.00	6,757.00
405910102	40591000	CSEA	EI & PRESCH PRG SUPV	118,322.00	3,254.00	3,343.00	505.00	7,102.00
405910103	40591000	CSEA	EI SVCS COORD (SS)	66,598.00	1,831.00	1,881.00	284.00	3,996.00
405910107	40591000	CSEA	EI SVCS COORD (SP)	74,949.00	2,061.00	2,118.00	320.00	4,499.00
405910108	40591000	CSEA	EI SVCS COORD	59,595.00	1,639.00	1,684.00	254.00	3,577.00
405910112	40591000	CSEA	PR CLERK	67,065.00	1,844.00	1,895.00	286.00	4,025.00
405910113	40591000	CSEA	SR EI SVCS COORD	88,230.00	2,426.00	2,493.00	376.00	5,295.00
405910902	40591000	CSEA	REALLOCATION FROM GRADE 22 TO GRADE 23	6,126.00	168.00	173.00	26.00	367.00
511110104	51111000	CSEA	MASTER MECHANIC I	115,967.00	3,189.00	3,277.00	495.00	6,961.00
511110123	51111000	CSEA	MASTER MECHANIC II	112,688.00	3,099.00	3,184.00	481.00	6,764.00
511110125	51111000	CSEA	LABORER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
511110129	51111000	CSEA	MASTER PLUMBER	97,259.00	2,675.00	2,749.00	415.00	5,839.00
511110130	51111000	CSEA	MAINT CARPENTER II	88,131.00	2,424.00	2,491.00	376.00	5,291.00
511110131	51111000	CSEA	LEAD CARPENTER	102,122.00	2,808.00	2,885.00	436.00	6,129.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
511110132	51111000	CSEA	MAINT PAINTER II	86,838.00	2,388.00	2,454.00	370.00	5,212.00
511110133	51111000	CSEA	HVAC TECHNICIAN	63,389.00	1,743.00	1,791.00	270.00	3,804.00
511110134	51111000	CSEA	MAINT ELECTRICIAN II	88,131.00	2,424.00	2,491.00	376.00	5,291.00
511110135	51111000	CSEA	HVAC MECHANIC	72,829.00	2,003.00	2,058.00	311.00	4,372.00
511110136	51111000	CSEA	BLDG MAINT MECH I	58,756.00	1,616.00	1,660.00	251.00	3,527.00
511110137	51111000	CSEA	BLDG MAINT MECH II	76,843.00	2,113.00	2,171.00	328.00	4,612.00
511110138	51111000	CSEA	ASST CARPENTER	80,458.00	2,213.00	2,274.00	343.00	4,830.00
511110139	51111000	CSEA	BLDG MAINT MECH II	66,380.00	1,825.00	1,875.00	283.00	3,983.00
511110930	51111000	CSEA	RECLASS TO LEAD CARPENTER	4,611.00	127.00	130.00	20.00	277.00
601020104	60101000	CSEA	PR ACCOUNT CLERK	30,737.00	845.00	868.00	131.00	1,844.00
601020117	60101000	CSEA	PR OFFICE ASSISTANT	20,993.00	577.00	593.00	90.00	1,260.00
601020904	60101000	CSEA	RECLASS TO FISCAL TECHNICIAN	1,549.00	43.00	44.00	7.00	94.00
601020922	60101000	CSEA	REALLOCATION TO CONFIDENTIAL SECRETARY II (SPLIT W/C	26,826.00	738.00	758.00	114.00	1,610.00
601001101	60101000	CSEA	CASEWORKER	76,470.00	2,103.00	2,161.00	326.00	4,590.00
601004102	60101000	CSEA	ACCOUNT CLERK/TYPIST	25,645.00	705.00	724.00	109.00	1,538.00
601007102	60101000	CSEA	SOC SVCS SPECIALIST I	64,575.00	1,776.00	1,825.00	275.00	3,876.00
601007104	60101000	CSEA	SOC SVCS SUPV	64,235.00	1,766.00	1,815.00	274.00	3,855.00
601007105	60101000	CSEA	SOC SVCS SPECIALIST I	18,450.00	507.00	521.00	79.00	1,107.00
601007109	60101000	CSEA	SOC SVCS SPECIALIST I	33,902.00	932.00	958.00	145.00	2,035.00
601007110	60101000	CSEA	SOC SVCS SPECIALIST I (SP)	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601007111	60101000	CSEA	SR OFFICE ASST	33,058.00	909.00	934.00	141.00	1,984.00
601007113	60101000	CSEA	COORD TEMPORARY ASSISTANCE	35,708.00	982.00	1,009.00	152.00	2,143.00
601007114	60101000	CSEA	SOCIAL SERVICES SPECIALIST 1	50,576.00	1,391.00	1,429.00	216.00	3,036.00
601002103	60101000	CSEA	CPS SUPERVISOR	105,083.00	2,890.00	2,969.00	448.00	6,307.00
601002104	60101000	CSEA	CASEWORKER	79,884.00	2,197.00	2,257.00	341.00	4,795.00
601002105	60101000	CSEA	CASEWORKER	76,645.00	2,108.00	2,166.00	327.00	4,601.00
601002106	60101000	CSEA	CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002108	60101000	CSEA	CPS CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002110	60101000	CSEA	CASEWORKER	80,294.00	2,208.00	2,269.00	342.00	4,819.00
601002119	60101000	CSEA	CASE SUPV GRADE B	102,023.00	2,806.00	2,883.00	435.00	6,124.00
601002120	60101000	CSEA	CPS CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002121	60101000	CSEA	CASEWORKER	82,739.00	2,275.00	2,338.00	353.00	4,966.00
601002123	60101000	CSEA	CASEWORKER (SP)	72,829.00	2,003.00	2,058.00	311.00	4,372.00
601002124	60101000	CSEA	CASEWORKER	82,432.00	2,267.00	2,329.00	352.00	4,948.00
601002125	60101000	CSEA	CPS CASEWORKER	80,294.00	2,208.00	2,269.00	342.00	4,819.00
601002126	60101000	CSEA	CPS CASEWORKER	59,595.00	1,639.00	1,684.00	254.00	3,577.00
601002128	60101000	CSEA	CPS CASEWORKER (SP)	72,829.00	2,003.00	2,058.00	311.00	4,372.00
601002129	60101000	CSEA	SR CPS CASEWORKER	80,027.00	2,201.00	2,262.00	341.00	4,804.00
601002130	60101000	CSEA	SR CPS CASEWORKER	88,230.00	2,426.00	2,493.00	376.00	5,295.00
601002131	60101000	CSEA	SR CASEWORKER	91,055.00	2,504.00	2,573.00	388.00	5,465.00
601002132	60101000	CSEA	CASEWORKER	72,829.00	2,003.00	2,058.00	311.00	4,372.00
601002133	60101000	CSEA	CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002135	60101000	CSEA	CASEWORKER ASSISTANT	73,330.00	2,017.00	2,072.00	313.00	4,402.00
601002137	60101000	CSEA	SR CASEWORKER	81,806.00	2,250.00	2,312.00	349.00	4,911.00

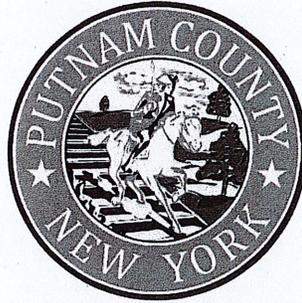
Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
601002911	60101000	CSEA	RECLASS TO OFFICE ASSISTANT	41,090.00	1,130.00	1,161.00	175.00	2,466.00
601002918	60101000	CSEA	CPS CASEWORKER (HELP)	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002920	60101000	CSEA	CPS CASEWORKER (HELP)	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002934	60101000	CSEA	CPS CASEWORKER (HELP)	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002937	60101000	CSEA	RECLASS TO CASE SUPV GRADE B	2,606.00	72.00	74.00	11.00	157.00
601004103	60101000	CSEA	CASEWORKER	59,595.00	1,639.00	1,684.00	254.00	3,577.00
601303102	60131000	CSEA	SR CLERK	11,806.00	325.00	334.00	50.00	709.00
601003102	60101000	CSEA	EMPLOY & TRAIN ASST	48,827.00	1,343.00	1,380.00	208.00	2,931.00
601003104	60101000	CSEA	SR E & T COUNSELOR	97,820.00	2,690.00	2,764.00	417.00	5,871.00
626110101	62611000	CSEA	COORD WIA/E & T	121,662.00	3,346.00	3,438.00	519.00	7,303.00
626110102	62611000	CSEA	ASST COORD WIA/E & T	62,343.00	1,714.00	1,761.00	266.00	3,741.00
601004102	60101000	CSEA	ACCOUNT CLERK/TYPIST	25,645.00	705.00	724.00	109.00	1,538.00
601004104	60101000	CSEA	SOC SVCS SUPV	80,294.00	2,208.00	2,269.00	342.00	4,819.00
601004105	60101000	CSEA	SR TYPIST	52,676.00	1,449.00	1,489.00	225.00	3,163.00
601004108	60101000	CSEA	SOC SVCS SPECIALIST I	63,420.00	1,744.00	1,792.00	271.00	3,807.00
601004110	60101000	CSEA	SOC SVCS SPECIALIST I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601004115	60101000	CSEA	SOC SVCS SPECIALIST I	56,408.00	1,551.00	1,594.00	241.00	3,386.00
601004116	60101000	CSEA	COORD MEDICAID/LTC	97,164.00	2,672.00	2,745.00	414.00	5,831.00
601004117	60101000	CSEA	SR ACCOUNT CLERK	48,827.00	1,343.00	1,380.00	208.00	2,931.00
601004118	60101000	CSEA	SOC SVCS SPECIALIST I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601004120	60101000	CSEA	SOC SVCS SPECIALIST I	71,194.00	1,958.00	2,012.00	304.00	4,274.00
601004124	60101000	CSEA	SOC SVCS SPECIALIST I	67,804.00	1,865.00	1,916.00	289.00	4,070.00
601004128	60101000	CSEA	SOC SVCS SPECIALIST I (SP)	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601004129	60101000	CSEA	OFFICE ASSISTANT	45,650.00	1,255.00	1,290.00	195.00	2,740.00
601006902	60101000	CSEA	RECLASS TO PRINCIPAL OFFICE ASSISTANT (SPLIT W/WMS)	42,251.00	1,162.00	1,194.00	180.00	2,536.00
601007104	60101000	CSEA	SOC SVCS SUPV	16,059.00	442.00	454.00	69.00	965.00
601007105	60101000	CSEA	SOC SVCS SPEC I	43,050.00	1,184.00	1,217.00	184.00	2,585.00
601007106	60101000	CSEA	SOC SVCS SPECIALIST I (SP)	50,076.00	1,377.00	1,415.00	214.00	3,006.00
601007107	60101000	CSEA	SOC SVCS SPECIALIST I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601007109	60101000	CSEA	SOC SVCS SPECIALIST I	33,902.00	932.00	958.00	145.00	2,035.00
601007111	60101000	CSEA	SR OFFICE ASST	22,039.00	606.00	623.00	94.00	1,323.00
601007113	60101000	CSEA	COORD TEMPORARY ASSISTANCE	66,315.00	1,824.00	1,874.00	283.00	3,981.00
601007914	60101000	CSEA	SOC SVCS SPECIALIST TRN	50,576.00	1,391.00	1,429.00	216.00	3,036.00
601008104	60101000	CSEA	CHILD SUPP SPECIALIST I	56,408.00	1,551.00	1,594.00	241.00	3,386.00
601008105	60101000	CSEA	CHILD SUPP SPECIALIST I	72,454.00	1,992.00	2,047.00	309.00	4,348.00
601008106	60101000	CSEA	CHILD SUPP SPECIALIST I	50,576.00	1,391.00	1,429.00	216.00	3,036.00
601008107	60101000	CSEA	ACCOUNT CLERK II	65,695.00	1,807.00	1,857.00	280.00	3,944.00
601010102	60101000	CSEA	SR RESOURCE SPECIALIST	92,950.00	2,556.00	2,626.00	396.00	5,578.00
601016104	60101000	CSEA	SR COMPUTER OPERS SPECIALIST	84,028.00	2,311.00	2,375.00	358.00	5,044.00
601006902	60101000	CSEA	RECLASS TO PRINCIPAL OFFICE ASSISTANT (SPLIT W/ TRAIN	28,167.00	775.00	796.00	120.00	1,691.00
601007108	60101000	CSEA	ACCOUNT CLERK II	55,097.00	1,515.00	1,557.00	235.00	3,307.00
601020104	60101000	CSEA	PR ACCOUNT CLERK	46,106.00	1,268.00	1,303.00	197.00	2,768.00
601002115	60101000	CSEA	SR ACCOUNT CLERK (RECLASS FROM DSS SERVICES)	65,366.00	1,798.00	1,847.00	279.00	3,924.00
601020107	60101000	CSEA	LEGAL ASSISTANT	66,380.00	1,825.00	1,875.00	283.00	3,983.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
601020109	60101000	CSEA	CLERK II (SP)	61,490.00	1,691.00	1,738.00	262.00	3,691.00
601020111	60101000	CSEA	ACCOUNTING SUPV	115,854.00	3,186.00	3,274.00	494.00	6,954.00
601020112	60101000	CSEA	PR ACCOUNT CLERK	76,843.00	2,113.00	2,171.00	328.00	4,612.00
601020113	60101000	CSEA	CLERK (SP)	52,030.00	1,431.00	1,470.00	222.00	3,123.00
601020117	60101000	CSEA	PR OFFICE ASSISTANT	31,489.00	866.00	890.00	134.00	1,890.00
601020118	60101000	CSEA	SR TYPIST	50,650.00	1,393.00	1,431.00	216.00	3,040.00
601020119	60101000	CSEA	SR ACCOUNT CLERK	48,827.00	1,343.00	1,380.00	208.00	2,931.00
601020126	60101000	CSEA	INTERMEDIATE OFFICE ASSISTANT	58,831.00	1,618.00	1,662.00	251.00	3,531.00
601020904	60101000	CSEA	RECLASS TO FISCAL TECHNICIAN	2,322.00	64.00	66.00	10.00	140.00
601020914	60101000	CSEA	FISCAL TECHNICIAN	62,343.00	1,714.00	1,761.00	266.00	3,741.00
601020922	60101000	CSEA	RECLASS TO CONFIDENTIAL SECRETARY II (SPLIT W/MENTAL)	40,239.00	1,107.00	1,137.00	172.00	2,416.00
626110103	62611000	CSEA	WIA INT SVC CASE MGR	84,308.00	2,318.00	2,382.00	360.00	5,060.00
626110104	62611000	CSEA	WIA ASST	48,827.00	1,343.00	1,380.00	208.00	2,931.00
601303102	60131000	CSEA	SR CLERK	35,420.00	974.00	1,001.00	151.00	2,126.00
601302102	60131000	CSEA	VICTIM ADVOCATE	67,804.00	1,865.00	1,916.00	289.00	4,070.00
601302103	60131000	CSEA	SR BILINGUAL VICTIM ADVOCATE	71,421.00	1,964.00	2,018.00	305.00	4,287.00
651010109	65101000	CSEA	TYPIST	45,650.00	1,255.00	1,290.00	195.00	2,740.00
661010102	65101000	CSEA	INSPECTOR WEIGHTS & MEASURES	52,482.00	1,443.00	1,483.00	224.00	3,150.00
677210104	67721000	CSEA	AGING SERVICES AIDE	37,901.00	1,042.00	1,071.00	162.00	2,275.00
677210105	67721000	CSEA	CASEWORKER	72,829.00	2,003.00	2,058.00	311.00	4,372.00
677210107	67721000	CSEA	ACCOUNT CLERK/TYPIST	51,290.00	1,410.00	1,449.00	219.00	3,078.00
677210108	67721000	CSEA	AGING SVCS AIDE	39,601.00	1,089.00	1,119.00	169.00	2,377.00
677210109	67721000	CSEA	AGING SVCS AIDE	26,090.00	717.00	737.00	111.00	1,565.00
677210111	67721000	CSEA	CASEWORKER	65,543.00	1,802.00	1,852.00	280.00	3,934.00
677210118	67721000	CSEA	TYPIST	38,933.00	1,071.00	1,100.00	166.00	2,337.00
677210120	67721000	CSEA	SR CASEWORKER (OSR)Moved from 10677201.10194)	88,229.00	2,426.00	2,493.00	376.00	5,295.00
677210122	67721000	CSEA	ACCOUNT CLERK	56,145.00	1,544.00	1,586.00	239.00	3,369.00
677210123	67721000	CSEA	CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
677210127	67721000	CSEA	DRIVER	50,822.00	1,398.00	1,436.00	217.00	3,051.00
677210128	67721000	CSEA	CDL DRIVER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
677210130	67721000	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210132	67721000	CSEA	DRIVER	58,593.00	1,611.00	1,655.00	250.00	3,516.00
677210135	67721000	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210136	67721000	CSEA	DRIVER	50,822.00	1,398.00	1,436.00	217.00	3,051.00
677210137	67721000	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210138	67721000	CSEA	DRIVER	63,369.00	1,743.00	1,791.00	270.00	3,804.00
677210141	67721000	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210142	67721000	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210146	67721000	CSEA	FISCAL TECHNICIAN	80,124.00	2,203.00	2,264.00	342.00	4,809.00
677210147	67721000	CSEA	TRANSPORTATION COORD (RECLASSIFIED FROM HEAD DRIVE)	66,360.00	1,825.00	1,875.00	283.00	3,983.00
677210148	67721000	CSEA	ACCOUNT CLERK/TYPIST	42,456.00	1,168.00	1,200.00	181.00	2,549.00
677210150	67721000	CSEA	OFFICE ASSISTANT	35,868.00	986.00	1,013.00	153.00	2,152.00
677210151	67721000	CSEA	OFFICE ASSISTANT	29,350.00	807.00	829.00	125.00	1,761.00
677210156	67721000	CSEA	CASEWORKER ASST (OSR)	43,929.00	1,208.00	1,241.00	187.00	2,636.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
677210153	67721000	CSEA	CASEWORKER ASST (OSR)	61,500.00	1,691.00	1,738.00	262.00	3,691.00
677210154	67721000	CSEA	RECEPTIONIST	51,290.00	1,410.00	1,449.00	219.00	3,078.00
677210155	67721000	CSEA	CASEWORKER ASST (OSR)	71,193.00	1,958.00	2,012.00	304.00	4,274.00
677210904	67721000	CSEA	REALLOCATION FROM GRADE 2 TO GRADE 8 - Tentative at Gr	3,189.00	88.00	90.00	14.00	192.00
677210908	67721000	CSEA	REALLOCATION FROM GRADE 2 TO GRADE 8 - Tentative at Gr	6,049.00	166.00	171.00	26.00	363.00
677210909	67721000	CSEA	REALLOCATION FROM GRADE 2 TO GRADE 8 - 25 HPW TO 35	15,000.00	413.00	424.00	64.00	901.00
677210911	67721000	CSEA	INCREASE TO 35 HPW	10,927.00	300.00	308.00	47.00	655.00
677210912	67721000	CSEA	REALLOCATION FROM GRADE 2 TO GRADE 8 - 25 HPW TO 35	17,569.00	483.00	496.00	75.00	1,054.00
677210152	67721000	CSEA	RECLASS FROM AGING SVCS AIDE FT TO OFFICE ASSISTAN	29,351.00	807.00	829.00	125.00	1,761.00
677410104	67741000	CSEA	COOK (Moved from 10677400.10185/10677800	54,851.00	1,508.00	1,549.00	234.00	3,291.00
677410107	67741000	CSEA	COOK (Moved from 10677400.10185/10677800	54,632.00	1,502.00	1,543.00	233.00	3,278.00
677410108	67741000	CSEA	DIETARY TECHNICIAN(Moved from 10677400.10185/106778	41,969.00	1,154.00	1,186.00	179.00	2,519.00
677410112	67741000	CSEA	FOOD SERVICE HELPER	35,639.00	980.00	1,007.00	152.00	2,139.00
677410115	67741000	CSEA	FOOD SERVICE HELPER	25,500.00	701.00	720.00	109.00	1,530.00
677410118	67741000	CSEA	FOOD SERVICE HELPER	28,287.00	778.00	799.00	121.00	1,698.00
677410123	67741000	CSEA	FOOD SERVICE HELPER	23,521.00	647.00	665.00	100.00	1,412.00
677410127	67741000	CSEA	COOK	47,404.00	1,304.00	1,340.00	202.00	2,846.00
677410109	67741000	CSEA	NUTRITION SITE MGR (Moved from 10677200)	47,130.00	1,296.00	1,332.00	201.00	2,829.00
677410130	67741000	CSEA	HEAD COOK	63,345.00	1,742.00	1,790.00	270.00	3,802.00
677410131	67741000	CSEA	COOK	45,850.00	1,255.00	1,290.00	195.00	2,740.00
677410116	67741000	CSEA	CASEWORKER ASST (OSR) (Moved from 10677200)	73,330.00	2,017.00	2,072.00	313.00	4,402.00
677410105	67741000	CSEA	NUTRITION SITE MGR (Moved from 10677200)	53,983.00	1,485.00	1,526.00	230.00	3,241.00
677410106	67741000	CSEA	NUTRITION SITE MGR (Moved from 10677200)	44,885.00	1,234.00	1,268.00	191.00	2,693.00
677410133	67741000	CSEA	FOOD SERVICE HELPER	28,285.00	778.00	799.00	121.00	1,698.00
677410126	67741000	CSEA	DRIVER	28,136.00	774.00	795.00	120.00	1,689.00
677410135	67741000	CSEA	NUTRITION SITE MGR	44,886.00	1,234.00	1,268.00	191.00	2,693.00
677810107	67781000	CSEA	FOOD SERVICE HELPER	28,287.00	778.00	799.00	121.00	1,698.00
677510101	67751000	CSEA	CASEWORKER	72,829.00	2,003.00	2,058.00	311.00	4,372.00
677510102	67751000	CSEA	CASEWORKER (Moved from 10677600)	69,519.00	1,912.00	1,965.00	297.00	4,174.00
677710105	67771000	CSEA	DAY CARE HELPER	36,102.00	993.00	1,020.00	154.00	2,167.00
677710107	67771000	CSEA	DAY CARE HELPER	25,788.00	709.00	728.00	110.00	1,547.00
677710110	67771000	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677710111	67771000	CSEA	CASEWORKER	80,294.00	2,208.00	2,269.00	342.00	4,819.00
677710113	67771000	CSEA	DAY CARE HELPER	42,792.00	1,177.00	1,209.00	183.00	2,569.00
677710114	67771000	CSEA	DAY CARE HELPER	23,792.00	654.00	672.00	101.00	1,427.00
677710115	67771000	CSEA	CASEWORKER/RN	84,308.00	2,318.00	2,382.00	360.00	5,060.00
677710116	67771000	CSEA	DAY CARE HELPER	23,792.00	654.00	672.00	101.00	1,427.00
677710118	67771000	CSEA	DRIVER	55,803.00	1,535.00	1,577.00	238.00	3,350.00
677710121	67771000	CSEA	DAY CARE HELPER	23,792.00	654.00	672.00	101.00	1,427.00
677210133	67721000	CSEA	DRIVER (Moved from 10672000)	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677710905	67771000	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	5,034.00	138.00	142.00	21.00	301.00
677710907	67771000	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	3,595.00	99.00	102.00	15.00	216.00
677710913	67771000	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	4,828.00	133.00	137.00	21.00	291.00
677710914	67771000	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	2,785.00	77.00	79.00	12.00	168.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
677710916	67771000	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gi	2,785.00	77.00	79.00	12.00	168.00
677710921	67771000	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gi	2,785.00	77.00	79.00	12.00	168.00
677910102	67791000	CSEA	REG PROF NURSE (OSR)	42,568.00	1,171.00	1,203.00	182.00	2,556.00
677910101	67791000	CSEA	AGING SERVICES AIDE II	49,552.00	1,363.00	1,400.00	211.00	2,974.00
677910103	67791000	CSEA	DRIVER (Moved From 10677300)	12,200.00	336.00	345.00	52.00	733.00
677910902	67791000	CSEA	REALLOCATION FROM GRADE 15 TO GRADE 17-25 HPW	4,096.00	113.00	116.00	18.00	247.00
711010105	71101000	CSEA	LABORER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
711010109	71101000	CSEA	CONSTR EQUIP OPER II	82,872.00	2,279.00	2,342.00	354.00	4,975.00
711010112	71101000	CSEA	LABORER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
711010116	71101000	CSEA	R M E O I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
711010117	71101000	CSEA	LABORER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
711010119	71101000	CSEA	LABORER	50,822.00	1,398.00	1,436.00	217.00	3,051.00
711010120	71101000	CSEA	LABORER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
711010122	71101000	CSEA	R M E O I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
711010124	71101000	CSEA	FARM ASSISTANT	57,128.00	1,571.00	1,614.00	244.00	3,429.00
711010125	71101000	CSEA	SENIOR FARM ASSISTANT	61,500.00	1,691.00	1,738.00	262.00	3,691.00
711010126	71101000	CSEA	CREW CHIEF	79,148.00	2,177.00	2,237.00	338.00	4,752.00
711010127	71101000	CSEA	ASST MAINT MASON II	63,389.00	1,743.00	1,791.00	270.00	3,804.00
711010128	71101000	CSEA	SENIOR PARK RANGER	64,575.00	1,776.00	1,825.00	275.00	3,876.00
711010129	71101000	CSEA	SUPV CREW CHIEF II (RECLASSIFIED FROM SUPV CREW CHIEF	102,329.00	2,814.00	2,891.00	436.00	6,141.00
711010130	71101000	CSEA	SR ACCOUNT CLERK	56,652.00	1,558.00	1,601.00	242.00	3,401.00
731010110	73101000	CSEA	YOUTH PRGM SPECIALIST	14,566.00	401.00	412.00	62.00	875.00
731013103	73101000	CSEA	YOUTH PRGM SPECIALIST	29,132.00	801.00	823.00	124.00	1,748.00
731013104	73101000	CSEA	YOUTH PRGM SPECIALIST	69,519.00	1,912.00	1,965.00	297.00	4,174.00
731010111	73101000	CSEA	SR TYPIST	55,097.00	1,515.00	1,557.00	235.00	3,307.00
731010113	73101000	CSEA	ACCOUNT CLERK	49,046.00	1,349.00	1,386.00	209.00	2,944.00
601020126	60101000	CSEA	INTERMEDIATE OFFICE ASSISTANT	6,537.00	180.00	185.00	28.00	393.00
731010110	73101000	CSEA	YOUTH PRGM SPECIALIST	58,263.00	1,602.00	1,646.00	248.00	3,496.00
731013103	73101000	CSEA	YOUTH PRGM SPECIALIST	43,697.00	1,202.00	1,235.00	186.00	2,623.00
751110104	75111000	CSEA	COUNTY HISTORIAN AIDE	26,446.00	727.00	747.00	113.00	1,587.00
751110105	75111000	CSEA	COUNTY HISTORIAN AIDE	26,446.00	727.00	747.00	113.00	1,587.00
802010103	80201000	CSEA	PR TYPIST	83,963.00	2,309.00	2,372.00	358.00	5,039.00
802010104	80201000	CSEA	SR PLANNING ASSISTANT	107,373.00	2,953.00	3,034.00	458.00	6,445.00
802010105	80201000	CSEA	PLANNER	69,724.00	1,917.00	1,970.00	297.00	4,184.00
802010109	80201000	CSEA	SR ACCOUNT CLERK	62,256.00	1,712.00	1,759.00	266.00	3,737.00
802010116	80201000	CSEA	PLANNING ASSISTANT	63,871.00	1,756.00	1,804.00	272.00	3,832.00
802010121	80201000	CSEA	PLANNER I (GRADE 16)	62,343.00	1,714.00	1,761.00	266.00	3,741.00
802010122	80201000	CSEA	ACCOUNT CLERK	42,456.00	1,168.00	1,200.00	181.00	2,549.00
511010101	51101000	CSEA	CONSTR MAT & HWY DISP	52,482.00	1,443.00	1,483.00	224.00	3,150.00
511010103	51101000	CSEA	R M E O I	56,408.00	1,551.00	1,594.00	241.00	3,386.00
511010104	51101000	CSEA	LABORER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
511010106	51101000	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010108	51101000	CSEA	R M E O I	58,756.00	1,616.00	1,660.00	251.00	3,527.00
511010109	51101000	CSEA	R M E O II	83,963.00	2,309.00	2,372.00	358.00	5,039.00

MICHAEL J. LEWIS
Commissioner of Finance



CC 411
~~PER~~ 2/13/25
Audit
SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

Approval
#9

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: **Budgetary Amendment – 25A015**
DATE: February 5, 2025

2025 FEB - 6 AM 10:33
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Fiscal Manager at DSS and Mental Health, the following budgetary amendment is required.

GENERAL FUND

INCREASE APPROPRIATIONS:

22070000 51000 10221 (0122)	✗ PERSONNEL SERVICES	Special Victims Investigator (DA)	\$	3,065.50
22070000 51000 10221 (2102)	✗ PERSONNEL SERVICES	sr. clerk child Advocacy Center	\$	3,065.50
22070000 51000 10221 (2103)	✗ PERSONNEL SERVICES	sr. Bilingual victim Advocate	\$	3,065.50
22070000 51000 10221 (3102)	✗ PERSONNEL SERVICES	Victim Advocate	\$	3,065.50
22070000 52650 10221	MOTOR VEHICLES		\$	45,000.00
22070000 54410 10221	SUPPLES AND MAT		\$	766.00
22070000 54640 10221	EDUCATION AND TRAINING		\$	200.00
22070000 54646 10221	CONTRACTS		\$	7,500.00
22070000 58002 10221	SOCIAL SECURITY		\$	938.00
			\$	66,666.00

INCREASE REVENUE:

22070000 445980 10221	FEDERAL AID - MDT CAC			66,666.00
			\$	66,666.00

2025 Fiscal Impact \$ 0
2026 Fiscal Impact \$ 0

Please refer to the attached memorandum and the detailed analysis from Fiscal Manager Wunner regarding this budgetary amendment.

✗ Staff Retention Bonus

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner



DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

February 4, 2025

TO: Michael Lewis, Commissioner of Finance

FROM:  Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau

SUBJECT: DSS 2025 Budgetary Amendment

Your approval is requested to amend the 2025 Department of Social Services budget to include expenses funded in accordance with the following contract awarded to the Child Advocacy Center for the period of 01/01/2025-08/31/2025.

OCFS C030536, an agreement by the NYS Office of Children and Family Services (OCFS), CFDA #93.669, 01/01/2025-08/31/2025.

Increase Estimated Revenue:

22070000	OBOP CHILD ADVCY CTR	
445980	FEDERAL AID - MDT CAC	\$66,666
10221	MDT-CAC PROGRAM	
	Total Estimated Revenues	\$66,666

Increase Appropriations:

22070000	OBOP CHILD ADVCY CTR	
51000	PERSONNEL SERVICES	\$12,262
52650	MOTOR VEHICLES	\$45,000
54410	SUPPLIES AND MAT	\$766
54640	EDUCATION AND TRAINING	\$200
54646	CONTRACTS	\$7,500
58002	SOCIAL SECURITY	\$938
10221	MDT-CAC PROGRAM	
	Total Appropriations	\$66,666

Fiscal Impact (25) -0-
Fiscal Impact (26) -0-

Thank you for your time and consideration of this request.

Attachments:

CHILD ADVOCACY CENTER – OCFS SUPPLEMENTAL GRANT DETAIL
NYS OFFICE OF CHILDREN AND FAMILY SERVICES CONTRACT C030536

cc:  Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau
Nicolle McGuire, Deputy Commissioner of Social Services and Youth Bureau
Marla Behler, Program Director Child Advocacy Center

CHILD ADVOCACY CENTER - OCFS SUPPLEMENTAL GRANT DETAIL

CONTRACT NUMBER #C030536

01/01/2025-08/31/2025

	APPROVED GRANT BUDGET	MUNIS BUDGET	BUDGETARY AMENDMENT
51000 PERSONNEL SERVICES	12,262	-	12,262
52650 MOTOR VEHICLES	45,000	-	45,000
54410 SUPPLIES AND MAT	766	-	766
54640 EDUCATION AND TRAINING	200	-	200
54646 CONTRACTS	7,500	-	7,500
58002 SOCIAL SECURITY	938	-	938
	<u>66,666</u>	-	<u>66,666</u>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Children and Family Services 52 Washington Street Rensselaer, NY 12144</p>	<p>BUSINESS UNIT/DEPT. ID: CFS01 / 3400000</p> <p>CONTRACT NUMBER: C030536</p> <p>CONTRACT TYPE (select one):</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME:</p> <p>PUTNAM COUNTY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal (list periods):</p> <p><input type="checkbox"/> Amendment (list periods):</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002443</p> <p>Federal Tax ID Number: 146002759</p>	<p>PROJECT NAME: MDT CAC</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p> <p>93.669</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>40 Gleneida Ave CARMEL NY 10512</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>40 Gleneida Ave CARMEL NY 10512</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>40 Gleneida Ave CARMEL NY 10512</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS:</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality 370100000-000</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: Government</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 01/01/2025 To: 08/31/2025</p> <p>AMENDED TERM:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT.</p> <p>(<i>Fixed Term</i> - enter current period amount; <i>Simplified Renewal</i> - enter cumulative amount to date; <i>Multi-year</i> - enter total projected amount of the contract):</p> <p>CURRENT: 66,666.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
<p>ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT:</p> <p>Appendix A Attachment A-1 Attachment A-2 Attachment A-3 Attachment B - Budget Attachment C Attachment D Attachment MWBE</p>	

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

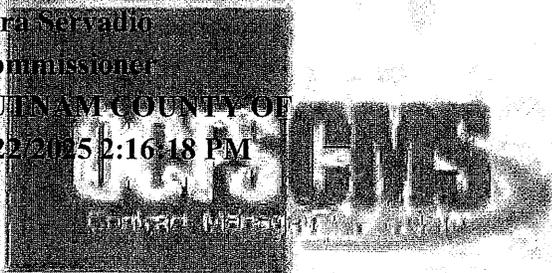
In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

Sara Servadio
Commissioner

PULNAM COUNTY OF

1/22/2025 2:16:18 PM



In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

ARCHAIC PHILIPPS

BCMSIG

OCPS BCM

1/22/2025 3:35:18 PM



ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Printed Name

Title: _____

Date: _____

**STATE OF NEW YORK
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

¹ For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for

resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the 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 the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall 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 the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission 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 the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible

personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

- a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
- b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.
- d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
- b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may 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:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall

timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or

meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

- a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
- b) 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, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

June 2023

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (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, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT A-1
AGENCY-SPECIFIC TERMS AND CONDITIONS FOR ALL
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS)
CONTRACTS

(July 2024)

The words "Agreement" and "Contract" are used interchangeably throughout this Appendix and refer back to the State of New York Contract For Grants.

1. STAFF

It is the policy of OCFS to encourage the employment of qualified applicants for, or recipients of, public assistance by both public organizations and private enterprises who are under contractual agreement to OCFS for the provision of goods and services. Contractor will be expected to make best efforts in this area.

For the purposes of this section "Staff" includes employees, owners, directors, subsidiaries, affiliates, partners, agents and subcontractors of the Contractor working under this agreement.

- a. The Contractor shall be fully responsible for performance of work by its Staff working under this agreement.
- b. OCFS reserves the right to require;
 - The Contractor to identify, in writing, the Staff who will be responsible for performing the work to be done under this CONTRACT,
 - Prior written approval of OCFS for a Staff change or substitution, and
 - The Contractor's submission of the Staff resume and proof of any required licensure to OCFS for review and pre-approval. OCFS may refuse to approve any Staff based on its review of such individual's professional capacity and licensure to perform the required services.
- c. The Contractor specifically represents and agrees that its Staff has and shall possess the required education, licensure, experience, knowledge, and character necessary to qualify its Staff for the particular duties to be performed pursuant to this Agreement, including having the necessary integrity and professional capacity to meet OCFS's reasonable expectations.
- d. Whenever the Contractor becomes aware that any of its Staff who are providing services under the Agreement no longer possess the necessary education, experience, knowledge, and professional capacity including required professional licensure and/or have unsatisfactory performance evaluations and/or engage in employee misconduct and/or violate employment practices and policies, the Contractor shall immediately notify OCFS.
- e. OCFS reserves the right to require the Contractor to remove any of its Staff from work under the Agreement, if, in OCFS's discretion, such individual is not performing in accordance with this Agreement, for any other reasonable work-related cause, or any of the reasons listed under 1.d above.
- f. Upon written notice from OCFS regarding any of the issues identified under c. d. and/or e. above, Contractor shall promptly investigate such claim. Contractor must reply in writing to OCFS within ten (10) days of the receipt of OCFS's notice specifying a course of action or remedy for OCFS review and approval. If OCFS and the Contractor cannot reach an agreed upon course of action or remedy, OCFS reserves the right to remove the individual from performing work under the Contract and require replacement of the staff member or may, in its discretion, terminate the Contract for cause. Following the Contractor or OCFS's removal of Staff, where applicable, OCFS will follow agency procedures to restrict or remove access of the Staff from OCFS's premises and information resources. OCFS will also remove the Staff member's right to provide services under the agreement at an OCFS Contractor's facilities.

- g. The Federal Immigration Reform and Control Act, as amended (8 USC § 1324a et al.), obligates employers, such as the Contractor and its subcontractors, to verify that its employees are legally entitled to work in the United States. In order to confirm that the employees are legally entitled to work in the United States, OCFS reserves the right to request documentation attesting to the legal entitlement to work in the United States of any Contractor or subcontractor employee assigned work under this Agreement. OCFS does not provide sponsorship. The Contractor warrants to OCFS that all of its Staff who perform work under the Agreement are legally authorized to work in the United States. The Contractor is responsible for ensuring that all of its Staff retain the authorization to legally work in the United States throughout the term of the Agreement.

2. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this CONTRACT and the attachments thereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the ATTACHMENTS. Any modifications to the tasks or workplan contained in Attachment C must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. 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 OCFS under the Federal Social Security Act, where applicable.
- c. 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:
- Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
 - The Contractor shall provide to OCFS in a format provided by OCFS such additional information concerning the provision of legal services as OCFS shall require.
- d. OCFS will designate a Program and/or Contract Manager who shall have authority relating to the technical services and operational functions of this CONTRACT and activities completed or contemplated thereunder. The Program and/or 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 CONTRACT shall be directed to the assigned Program and/or Contract Manager.
- e. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the CONTRACT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the CONTRACT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of OCFS and the Office of the State Comptroller (OSC).
- f. Contractor may not submit claims in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the State of New York Contract For Grants for any contract period of the Contract without the written permission of OCFS.

OCFS reserves the right to deny claims submitted by the Contractor in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the State of New York Contract For Grants for any contract period of the Contract.

Contractor acknowledges and agrees that allowable claims submitted by the Contractor under the State of New York Contract For Grants are subject to the continued availability of funding, and Contractor acknowledges and agrees that it may not be reimbursed by OCFS or the State of New York for claims if funds for payment of amounts due to the Contractor under the State of New York

Contract For Grants have become unavailable. In that instance, Contractor acknowledges and agrees that the Contractor will have no cause of action against OCFS or the State of New York based on the failure to pay such claims.

For purposes of this section the term "funds lawfully available for payment" includes but is not limited to grants, annual appropriations and allocations available pursuant to State or federal law.

- g. All organizations that receive Federal and/or New York State 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 and/or New York State 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 and/or New York State financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal and/or New York State 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 and/or New York State financial assistance.

- h. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this CONTRACT 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.

3. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and 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 client information with regard to services provided under this CONTRACT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this CONTRACT.
- b. Contractor agrees to retain all non-public information obtained from OCFS as confidential and agrees not to release or discuss any of such information unless Contractor has obtained the prior consent of OCFS, or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority. Contractor shall promptly notify OCFS of any disclosure made by Contractor and/or any request of Contractor to disclose, by operation of law, or applicable government authority, such confidential information. In addition, all information and knowledge concerning youth in OCFS custody, which Contractor may obtain from OCFS shall be kept strictly confidential. Contractor shall comply with all applicable statutory and regulatory confidential provisions, including but not limited to sections 372, 422, and 444 of the Social Services Law; section 501-c of the Executive Law; Article 27-F of the Public Health Law; 9 NYCRR 164.7 and 168.7 and 18 NYCRR 357.3, 423.7, 431.7 and 432.7.
- c. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Staff Exclusion List (SEL) maintained by the Justice

Center for People with Special Needs (Justice Center) and of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

4. PUBLICATIONS AND COPYRIGHTS

- a. OCFS and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this CONTRACT or activity supported by this CONTRACT. All publications by the Contractor covered by this CONTRACT shall expressly acknowledge OCFS's right to such license.
- b. All of the license rights so reserved to OCFS and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the CONTRACT is federally funded.
- c. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS 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 OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

5. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this CONTRACT, or with monies supplied pursuant to this CONTRACT, shall be promptly and fully reported to OCFS. 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.

6. TERMINATION

In addition to the grounds for termination included in the State of New York Contract For Grants, to the extent permitted by law, this CONTRACT shall be deemed in the sole discretion of OCFS 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 OCFS to the Contractor.

7. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, Contractors may be placed on fiscal sanction when OCFS identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another CONTRACT that has not been refunded to OCFS within the established timeframe;
- An OCFS, OSC, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this CONTRACT;

- The Contractor has not provided fiscal or program reports as required under the terms of this CONTRACT;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under this CONTRACT with OCFS.

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or CONTRACT renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a CONTRACT is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest, is paid.

8. REFUNDS

In the event that the Contractor must make a refund to the OCFS for Contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The Contractor must include with the payment a brief explanation of why the refund is being made and reference the Contract number. Refund payments must be submitted to:

New York State Office of Children and Family Services
 Attention: Contract Cash Receipts
 Bureau of Contract Management
 Capital View Office Park
 52 Washington Street, South Building, Room 202
 Rensselaer, New York 12144

9. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and OCFS procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and OCFS procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and CONTRACT pursuant to State Finance Law Sections 139-j and 139-k.

OCFS reserves the right to terminate this CONTRACT if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the OCFS, OCFS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this CONTRACT. Nothing herein shall preclude or otherwise limit OCFS's right to terminate this contact as otherwise set forth in the applicable provisions of this CONTRACT.

10. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the Contractor must submit on or before May 15th of each year for the annual period ending March 31st, Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report. This form must report information for all employees who provided services under the CONTRACT whether employed by the Contractor or a

subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:

<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>

The Contractor must submit a completed Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report to each of the following addresses:

New York State Office of Children and Family Services
Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Empire State Plaza
Swan Street Building – 1st Floor
Albany, New York 12239

11. ADDITIONAL ASSURANCES

- a. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this CONTRACT to obtain and maintain a general policy of liability insurance in an appropriate amount.
- b. Notwithstanding the provisions of this CONTRACT, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

12. ADMINISTRATIVE COST LIMIT

- a. For State Funded Contracts - Total administrative costs are limited to 15 percent (15%) of the total contract value as established by OCFS policy. OCFS reserves the right to adjust this limit at its sole discretion and will provide written notice to Contractors of any change in this policy. During the Contract period, if circumstances occur that would result in the total administrative cost expense percentage exceeding the OCFS administrative cost percentage limitation in the approved budget, contractors must submit a justification to OCFS as soon as they become aware that their expenses will exceed the cap. The justification must include the reason(s) why the administrative costs included in the approved budget would exceed the cap and why other budget expense changes are not possible to maintain administrative expenses at the percentage limit. OCFS will review the justification and will notify the Contractor if the overage is approved or not. Additionally, if an exemption to this limit is approved, Contractors are required to take all steps possible to minimize the amount of administrative expenses charged the Contract to maximize Contract goods/services provided. In no event will an administrative cost exemption result in an increase to the Contract value.
- b. For Federally Funded Contracts - Administrative expenses charged on Federally funded contracts

are limited to the administrative cost limit percent established by the State of New York Contract for Grants Attachment D, Payment and Reporting Section B.5. bullet one, Attachment A-2 Program Specific Terms and Conditions, and/or the federal notice of award terms indicated in Attachment A-3 where applicable. This percent cannot be exceeded.

13. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in the Attachment MWBE entitled "Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures". Included in this document are links to the forms and instructions required as a part of this program.

14. SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)

The Service-Disabled Veteran-Owned Business Act, signed into law by Governor Andrew M. Cuomo on May 12, 2014, allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB) in order to increase the participation of such businesses in New York State's contracting opportunities. The SDVOB Act, which is codified under Article 17-B of the Executive Law, acknowledges that SDVOBs strongly contribute to the economies of the State and the nation. Therefore, and consistent with its Master Goal Plan, OCFS strongly encourages vendors who contract with OCFS to consider the utilization of certified SDVOBs, that are responsible and responsive, for at least six percent (6%) of discretionary non-personnel service spending in the fulfillment of the requirements of their contracts with OCFS. Such partnering may include utilizing certified SDVOBs as subcontractors, suppliers, protégés, or in other supporting roles to the maximum extent practical, and consistent with the legal requirements of the State Finance Law and the Executive Law. Certified SDVOBs may be readily identified through the directory of certified businesses at: <https://ogs.ny.gov/Veterans/>

For additional information relating to the use of certified SDVOBs in contract performance, and participation by SDVOBs with respect to State Contracts through Set Asides, please refer to the following:

- [Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance](#)
- [Participation by Service-Disabled Veterans with Respect to State Contracts Through Set Asides](#)
- <https://ogs.ny.gov/Veterans/>

Please note that bidders/proposers must continue to utilize M/WBEs, as discussed above in paragraph 14, consistent with current State law.

15. OUTSIDE COUNSEL

Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the New York State Office 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, and Contract Approval Unit, Civil Recoveries Bureau, NYS Department of Law, The Capitol, Albany, NY 12224.

16. EXECUTIVE ORDER NUMBER 177

Executive Order Number 177, signed on February 3, 2018, by Governor Andrew M. Cuomo directs New York State agencies and authorities not to enter into any contracts with entities that have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. The Contractor must provide the EO

177 Certification statement found at the following website address: OCFS-2647, EO 177 Certification prior to any contract award or renewal of any contract by OCFS. By signing this agreement, contractor certifies that it is in compliance with these provisions.

17. FEDERAL FUND ADVANCE REQUEST

Requests for advance payments on federally funded contracts must be made in accordance with 2 CFR Part 200, and in particular with 2 CFR section 200.305 and other applicable laws, rules and regulations. Requests for advance payments on federally funded contracts must be made, in writing, on the Federal Fund Advance Request form (OCFS-3900), pursuant to the process established by OCFS. OCFS will review and a determination will be made upon the contractor's submission of all required information. OCFS will recoup advance payments on federally funded contracts by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the third quarter of the contract period and in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and in accordance with the Federal Fund Advance Request Form (OCFS-3900). In the event a request for an advance payment on a federally funded contract is made in or later than the second quarter of the contract period, and such request is approved by OCFS, OCFS will recoup such advance payment by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the fourth quarter of the contract period in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and the Federal Fund Advance Request Form (OCFS-3900).

18. SPENDING ADJUSTMENTS

OCFS recognizes that actual costs incurred under the contract may be different from the projected costs in the approved contract budget. Upon the contractor's determination that certain budget line expenditures are going to exceed the amounts on those lines in the approved contract budget, the contractor must submit the required documentation as directed in the OCFS Budget Spending Adjustment Guidelines which shall be provided to the contractor upon initial contract approval and again with 90 days advance written notice if there are any changes to the process.

Budget spending adjustments that require prior approval must be submitted as directed in the OCFS Budget Spending Adjustment Guidelines and approved by OCFS prior to the effective date of the adjustment to allow for the processing of any claims related to costs exceeding the current approved contract budget categories. Any spending related to a budget spending adjustment requiring prior approval that is not submitted and approved prior to the effective date may result in the non-reimbursement of associated expenses.

All State funded budget spending adjustments will be subject to review by the OCFS Contract Compliance Unit to determine compliance with mandatory NYS MWBE requirements as stated in the Contract. Any spending adjustment that alters discretionary spending under the Contract may result in changes to your MWBE Spending Goal.

OCFS will not approve any budget spending adjustment during the final year of the Contract that appear to have the intent of spending down unexpended funds on equipment or other items that are not directly related to use in the current Contract period/term.

While there are occasions where it is necessary, OCFS discourages budget spending adjustments in the final quarter of the Contract.

19. STATE FINANCE LAW §139-I

New York State Finance Law §139-I, effective January 1, 2019, requires, in relevant part, that "[e]very bid . . . made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain [a] statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury. . . [that] '[b]y 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 of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. The Contractor must provide the foregoing certification prior to any award being made by OCFS. For additional guidance on drafting an appropriate sexual harassment policy and developing appropriate training please refer to State Finance Law §139-l and <https://www.ny.gov/combating-sexual-harassment-workplace/employers#top>. By signing this agreement, contractor certifies that it is in compliance with these provisions.

Attachment A-2

Attachment A-2

Program Specific Terms and Conditions

Multiple Disciplinary Teams (MDT) and Child Advocacy Centers (CAC)

MDT/CAC's conduct investigations of physical abuse, sexual abuse, near death and deaths of children ages 0 to 18 years of age using cross discipline expertise; an environment staffed by and/or accessible to multiple disciplines for training and equipped to conduct initial and ongoing forensic interviews, case management, medical exams and psycho/social assessments in a child and family friendly setting. The MDT/CAC identifies opportunities for systemic changes and immediate interventions to enhance investigations and treatment of crimes against children.

New York State Social Services Law Section 423 requires all counties to use an MDT approach or a joint response with law enforcement to investigate reports alleging physical abuse, sexual abuse, fatalities, and cases where a child has been physically harmed after two prior reports by mandated reporters within the previous six months. New York Social Services Law 423-a establishes CACs that provides, among other things, sound program, fiscal, and administrative practices as well as inter-disciplinary protocols.

Per NYS Social Service Law, all CAC programs are approved by OCFS. All CAC programs must meet the 10 New York State program standards as listed below and/or any new or revised standards:

- **A Child Appropriate/Child Friendly Facility:** The child-focused setting is comfortable, private, and both physically and psychologically safe for diverse populations of children and their non-offending family members. It is preferable that the site be in a location separate from other service providers. However, it may be a special family/victim-oriented sub-facility within a larger agency.
- **Established Multidisciplinary Team (MDT):** There must be a well-functioning multidisciplinary child abuse investigation team in place with a protocol for the investigation and interviewing of child victims. The team must consist of representation from Child Protective Services, the District Attorney's office, law enforcement agencies, medical providers trained in forensic pediatrics, mental health professional/s, victim advocacy personnel, and child advocacy center staff. The team may also include other agencies involved with targeted cases.
- **Organizational Capacity:** A designated legal entity responsible for program and fiscal operations that implements sound administrative policies and procedures.
- **Cultural Competency and Diversity:** Culturally competent services must be routinely made available to all CAC clients and coordinated with the MDT response. There must be the promotion of policies, practices, and procedures that are culturally competent.
- **Forensic Interviews:** Forensic interviews must be conducted in a legally sound truth-seeking manner. Interviews must be of a child sensitive, unbiased, developmentally, and culturally appropriate, fact-finding nature; and are coordinated to avoid duplicative interviews.

Attachment A-2

- **Medical Evaluation:** Specialized medical evaluation and treatment services are made available to all children as part of the MDT response, either at the CAC or through coordination and referral with other specialized medical providers.
- **Mental Health:** Specialized trauma-focused mental health services, designed to meet the unique needs of the children and non-offending family members, must be routinely made available as part of the MDT response, either at the CAC or through coordination and referral with other providers, throughout the investigation and subsequent legal proceedings.
- **Victim Support and Advocacy:** Victim support and advocacy services must be made available to all children and their non-offending caretakers as part of the MDT response, throughout the investigation and prosecution, either at the CAC or through coordination and referral with other providers.
- **Case Review:** A formal process in which MDT discussion and information sharing regarding the investigation, case status, and services needed by the child and non-offending family members is to occur on a routine basis.
- **Case Tracking:** CACs must monitor case progress and track case outcomes for all MDT components. Minimally, all CACs are required to utilize and enter data into the "Collaborate" data tracking system.

LOCAL SHARE MATCH REQUIREMENT:

- There is no required local share match.

DESIGNATED PAYMENT OFFICE:

All reports, claims for reimbursement, and claims to account for the advance payment (if applicable), must be logged and completed on-line in the Contract Management System (CMS).

ADMINISTRATIVE CAPS:

Federal Awards:

- OCFS will reimburse the federally approved indirect cost rate for federally funded contracts up to any statutory caps required by the funding streams and in accordance with the terms and conditions of the federal award. A copy of the federally approved indirect cost agreement, with narrative, addendum, and an expiration date must be submitted as part of the proposal.
- If your agency does not have a federally approved indirect cost agreement, and your agency is a non-Federal entity that has never received a negotiated indirect cost rate, except for a governmental department or agency unit that receives more than \$35 million in direct Federal funding, you may elect to charge a de minimis rate of the rate in effect of modified total direct costs (MTDC). Please see federal regulations at 2 CFR 200.414(f) for the applicable legal requirements for this option.

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- MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subcontract in excess of \$50,000.
- Use of a federally approved indirect cost rate, or the de minimis rate, as described above, if applicable, must be in accordance with all applicable federal rules to include 2 CFR Part 200.
- No additional Administrative Expenses will be allowed beyond the federally approved indirect cost rate or, if applicable, the de minimis rate.
- All costs claimed under the contract must be directly attributable to the project. State Finance Law and Generally Accepted Accounting Principles require that any expense incurred over more than one funding source or program must be charged proportionately, and the method of allocation must be documented, and such documentation must be provided to OCFS upon request.

ALLOWABLE AND NON-ALLOWABLE COST:

All allowable and non-allowable costs for federal awards can be found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements are located under 45 CFR Part 75. In accordance with 45 CFR §75.101 Applicability, this program must comply with 45 CFR Part 75 in its entirety. **45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards**

Allowable Cost include but are not limited to*:

- Staffing, fringe benefits,
- Staff recruitment and on-boarding expenses (i.e., background checks, fingerprints, advertisement of posting),
- Project equipment and furniture,
- Computers and appropriate software for the project,
- Supplies, mailing and printing costs of project related flyers/pamphlets, educational materials,
- Staff travel costs, including per diems while in travel status, at the approved state travel rate. State rates are available at the following web address: <http://www.osc.state.ny.us/agencies/travel/travel.htm>,
- Occupancy Space Cost,
- Telephone installation and monthly billing,
- Consultants retained by a formal agreement that supports the program and workplan and milestones,
- Rental of space,
- Training and Staff Development expense,
- Payroll and Audit fees (these are to be 100% administrative expense in your budget if charged),

Attachment A-2

- Vendors may use funds for staff recruitment, retention and longevity bonuses unless prohibited by the funding source, statute related to the funding or program, or prohibited by the vendor's employment policy(ies), and
- Payroll and Audit fees (these are 100% administrative expense in your budget if charged).
- Pre-approval from OCFS is required **prior to purchase** of a vehicle or any equipment with a per unit cost over \$5000. You must inform your OCFS Program Manager prior to purchase for details on the pre-approval process, provide all required information and documentation and wait for notification of approval. Having the budget line for this purchase/expense does not in itself deem these expenses allowable.

The Contractor shall return the vehicle purchased with funds from this Agreement to the State at the Contractor's cost and expense if the vendor's program dissolves. In addition, the Contractor agrees to permit the State to inspect the vehicle and to monitor its use at reasonable intervals during the Contractor's regular business hours. The Contractor shall be responsible for maintaining and repairing the vehicle or equipment purchased or procured under the Master Contract at its own cost and expense once the agreement ends. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment once the agreement ends.

The Contractor agrees that the vehicle or equipment, when returned, shall be in the good condition. All components of the vehicle or equipment shall have been properly serviced, following the manufacturer's written operating and maintenance plan, such that the vehicle remains eligible under the manufacturer's standard, full-service maintenance warranty without OCFS incurring any expense to repair or rehabilitate the vehicle. If, in the opinion of OCFS, any item of the vehicle fails to meet the standards set forth above, the Vendor agrees to pay on demand all costs and expenses incurred in connection with repairing such item of the vehicle and restoring it to meet such standards.

Non-Allowable Cost include but are not limited to*:

- Capital development or acquisition costs such as purchasing buildings and major refurbishing/renovation of buildings,
- Out of state travel, unless approved by the OCFS Program Manager,
- Interest costs, including cost incurred to borrow funds,
- Costs of organized fund raising,
- Cost for preparation of continuation agreements or contracts and other proposal development costs,
- Costs for dues, incorporation fees, conferences, or meetings unless in connection with the project, and
- Lunch or meals at meetings or training programs.
- Supplanting current positions or responsibilities

This is not a comprehensive list. Any questions should be directed to OCFS*.

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This contract is funded with Federal Child Abuse and Neglect State Grants and are subject to federal regulations that can be found at <https://www.acf.hhs.gov/grants/manage-grant/grant-award/non-discretionary-award-terms>. Funds made available through this grant shall be used to supplement and not supplant other Federal, State, tribal, and local public funds expended to provide services and activities that promote the objectives of this procurement.

ADDITIONAL PROGRAM REQUIREMENTS:

All contractors with subcontracts will provide oversight that minimally includes review of all program and fiscal reports and claims on a quarterly basis. The contractor will identify the person(s) responsible for this oversight. The subcontract agreement will include this requirement and will also include as applicable information regarding referrals of participants and respective responsibilities of the contractor and subcontract.

The contract term of January 1, 2025 – August 31, 2025, will be broken down into the following claiming periods and are due 15 days following the end of the claim period. Each program is required to complete a CAC/MDT program report and upload with each quarterly claim that speaks to performance target/s milestone achievements and quarterly updates. The contractor is required to establish at least one (1) performance target that covers the contract term in its entirety.

- Quarter 1: January 1, 2025 – March 31, 2025
- Quarter 2: April 1, 2025 – June 30, 2025
- Quarter 3: July 1, 2025 – August 31, 2025

**ATTACHMENT A-3 SUBRECIPIENT
Federal Fund Vendor Determination
January 2024**

- This contract is funded in whole or in part with Federal funds. See following pages for federal requirements.
- OCFS has determined that the Vendor IS NOT a Subrecipient.
- OCFS has determined that the Vendor IS a Subrecipient.

Attachment A-3

Rev. 1-19-2024

Federally Funded Grants and Requirements Mandated by Federal Laws

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Office of Family and Children Services (OCFS).

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (PL 88-352) and Executive Order Number 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
13. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
14. This contract is funded in whole or part with federal funds. OCFS is a pass-through entity of these federal funds. The vendor may be determined, as shown on Attachment A-3, to be a sub-recipient of federal funds or assistance. Sub-recipients of federal funds or assistance have the responsibility of reporting to OCFS in addition to the sub-recipient's responsibility to file reports with the federal clearinghouse designated by Office of Management and Budget (OMB). If this contract will require the sub-recipient to expend \$750,000 or more of federal funds from this contract, or in total with other contracts or grants of federal funds or assistance in the sub-recipient's fiscal year, regardless of the source of the funding, the sub-recipient is required to comply with the terms and provisions of the 2 CFR Part 200 (Subparts A – F) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or, if applicable, 45 CFR Part 75 or other applicable federal regulation. The sub-recipient will notify OCFS if it reasonably expects to expend the sum of \$750,000 of federally derived funds, in its fiscal year, as soon as it has notice of awards, grants or contracts totaling \$750,000 in federal funds but in no event later than the close of the calendar year. The sub-recipient will have an audit performed pursuant to the requirements of 2 CFR Part 200 (Subparts A – F) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or, if applicable 45 CFR Part 75 or other applicable federal regulation, and provide OCFS with the required reports within 30 days of the sub-recipient's receipt of the independent audit report or within 9 months after the close of the sub-recipient's fiscal year, whichever event is sooner.
15. Certifies that Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the ProChildren Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the applicant/grantee certifies that it will

comply with the requirements of the Act. The grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions of children's services and all subgrantees shall certify accordingly.

16A. 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 4. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

5. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 6. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph four). 7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes: Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance: Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees: (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant: and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement: consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

16B. Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs: and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices.

Notice shall include the identification number(s) of each affected grant: (f) Taking one of the following

actions, within 30 calendar days of receiving notice under paragraph (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), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

16C. Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, 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 grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

17. Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form- LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18A1. Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary

participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

18A2. (1) Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

18B.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

18B.2 a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. By signing and/or submitting this application or grant agreement, vendor agrees to comply with the Contract for Grants – Standard Terms and Conditions including, but not limited to, provision E, Records and Audits, and Attachment D, provision C, Refunds. The vendor further acknowledges that any Federal funds due to the OCFS or the State of New York as a result of overpayments or final State or Federal audit determinations that disallow expenditures that occurred during the contract term must be repaid as set forth in Attachment D, provision C, Refunds and as set form in Attachment A-1 section 8 entitled 'Refunds'.

A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

Due to current vacancies, staff have been required to take on additional responsibilities. To mitigate this impact, we plan to allocate funds to support CAC project staff retention and ensure a smooth transition as we work to fill these positions. A one time stipend will be provided equally at \$ 3,300 to the following positions:
Senior Victim Advocate, Victim Advocate, Office Manager, DA's Office Special Victim Investigator/Forensic Interviewer

2. Title:

Enter Role/Responsibility Below

3. Title:

Enter Role/Responsibility Below

Position provides direct services to clients including crisis intervention, case management, court support and counseling. The position also assists with training and supervision of the victim advocate, student interns and volunteers. Salary is based on position title and grade determined by the Putnam County Personnel Department. Position has assumed additional responsibilities coordinating forensic interviews with MDT members due to a vacancy and a one time stipend will be provided at \$3,300 to mitigate the impact and support staff retention.

4. Title:

Enter Role/Responsibility Below

Position provides direct services to clients including crisis intervention, case management, court support and counseling. Salary is based on position title and grade determined by the Putnam County Personnel Department. Position has assumed additional responsibilities assisting with outreach efforts due to a vacancy and a one time stipend will be provided at \$3,300 to mitigate the impact and support staff retention.

5. Title:

Enter Role/Responsibility Below

Position is responsible for managing the CAC database, tracking cases and providing administrative support to all CAC staff and MDT members. Additional responsibilities include greeting families, supervising families in the waiting area, surveying clients, generating statistical reports, coordinating meeting schedules. Salary is based on county approved budget. Position has assumed additional responsibilities coordinating MDT case review meetings, entering new cases in data base and assisting with outreach efforts due to vacancy and a one time stipend will be provided at \$3,300 to mitigate the impact and support staff retention.

6. Title: DA's Office Special Victim Investr/Forensic Interviewer (P)

Enter Role/Responsibility Below

Responsibilities for this position include conducting forensic interviews with crime victims, including Spanish speakers and individuals with special needs, and serving as a liaison for the Putnam County Children's Advocacy Center. Responsibilities include public speaking on topics like trauma-informed interviews and sexual assault awareness, translating statements, investigating major crimes, assisting with child death and Internet-related cases, and supporting prosecutions by gathering evidence and interviewing witnesses. Position has assumed additional responsibilities functioning as primary forensic interviewer due to vacancy and a one time stipend will be provided at \$3,300 to mitigate the impact and support staff retention.

7. Title:

Enter Role/Responsibility Below

8. Title:

Enter Role/Responsibility Below

9. Title:

Enter Role/Responsibility Below

10. Title:

Enter Role/Responsibility Below

11. Title:

Enter Role/Responsibility Below

12. Title:

Enter Role/Responsibility Below

13. Title:

Enter Role/Responsibility Below

14. Title:

Enter Role/Responsibility Below

15. Title:

Enter Role/Responsibility Below

16. Title:

Enter Role/Responsibility Below

17. Title:

Enter Role/Responsibility Below

18. Title:

Enter Role/Responsibility Below

19. Title:

Enter Role/Responsibility Below

20. Title:

Enter Role/Responsibility Below

B6. Equipment

Item	Local Share	OCFS Funds	Total Costs
Computer/Technology Devices/Equipment and Property (P)		\$45,000	\$45,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Equipment Costs	\$0	\$45,000	\$45,000

Enter Budget Narrative Below:

Computer/Technology Devices/Equipment and Property (P) - means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$10,000. This line will be used to incorporate any reasonable equipment expenses, based on program need, which may arise throughout each year and would not otherwise be covered by local share or within other budget categories. Examples of purchases may include, but are not limited to: computing devices, printer/copiers, furniture and property. The budgeted amount will be used to purchase a vehicle to be used by CAC staff to carry out their job responsibilities.

Contractor must maintain adequate records on all equipment purchases; this includes equipment purchased by subcontractors. See Contract Development Instructions for items that must be included on the equipment inventory list. Upon request from OCFS, the contractor must provide an equipment inventory list that includes model and serial numbers for all equipment purchases included on the claim expense report.

B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs
Office Supplies (P)		\$0	\$0
Program Supplies (P)		\$766	\$766
Printing/Copying and Outreach Supplies (P)		\$0	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Supply Costs	\$0	\$766	\$766

Enter Budget Narrative Below:

Office Supplies (P) - Office supplies may include, but are not limited to: paper, pens, folders, binders, paper clips, highlighters, staplers, staples, post-it notes, toner and small office equipment.

Program Supplies (P) - This line covers the cost of items used by program staff and program participants (Insert program need here. For example: to educate and support positive PCI, bonding and attachment, decrease social isolation, and promote child development and health). Examples of supplies may include, but are not limited to: DVDs, books, educational toys, curriculum, furnishings and building decorations

Printing/Copying and Outreach Supplies (P) - This line will be used to support staff and families as we carry out the program in a manner consistent with the work plan and achievement of outcomes. This line will also support outreach and promotion of the program. Examples of supplies and costs may include, but are not limited to: paper, toner, outreach items, brochures and printed material as well as maintenance and repair of copier and printers, as needed. This is 100% utilized by the program but due to budget constraints we are only able to charge a portion of the estimated annual cost.

Contractor Name:	Putnam County Department of Social Services
Period of Budget:	01/01/2025-08/31/2025
Contract Number:	C030536

**ATTACHMENT B
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category	Local Share/ Local Match (if applicable)	OCFS Funds	Total Project Cost
A. Personal Services			
1. Project Staff Salaries	\$0	\$13,200	\$13,200
2. Fringe Benefits			\$0
3. Total (Lines 1 + 2)	\$0	\$13,200	\$13,200
B. Non-Personal Services			
4. Contractual/Consultant	\$0	\$7,500	\$7,500
5. Travel/Per Diem	\$0	\$0	\$0
6. Equipment	\$0	\$45,000	\$45,000
7. Supplies	\$0	\$766	\$766
8. Other Expenses	\$0	\$200	\$200
9. Total (Total Lines 4 to 8)	\$0	\$53,466	\$53,466
C. Project Total (Lines 3 + 9)	\$0	\$66,666	\$66,666

	Local Match (if required) Use *calculation below
--	--

***Local Match Calculation** = % of matching funds (if required in the RFP or contract agreement) X OCFS grant award.

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

Local Share/Match Breakdown

	Source	Amount
A. Cash Donations		
B. In-Kind Donations		
C. Volunteers/Intern		
D. Fees for Service		
E. Unrestricted Cash or Fund Balance		
F. Grants:		
- Other grants supporting this project		
Amount of OCFS Funds		\$66,666
Non-OCFS Funds supporting this project		
Total		\$66,666

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

Attachment C Work Plan

ATTACHMENT C - WORKPLAN

**Contract #C030535
01/01/2025 – 08/31/2025**

Putnam County Department of Social Services Child Advocacy Center of Putnam County MDT/CAC SUPPLEMENTAL WORK PLAN

PROJECT PLAN: The CAC of Putnam County will use the requested funds to improve the services and facilities of the program. For Child Abuse Awareness Month, we plan on inviting a keynote speaker, for our Champion for Children's Breakfast event. This event is crucial for raising awareness for child advocacy issues and fostering collaboration among stakeholders.

Additionally, a portion of the funds will be utilized to enhance the physical environment of our center by purchasing decorations and furnishings. A visually appealing and well-maintained space is crucial in creating a welcoming and supportive atmosphere for children and families. This initiative not only benefits the families we serve but also contributes to a trauma-informed workspace for our staff and team members.

Funds will also be used to support staff retention. Prolonged vacancies have placed an increased burden on existing staff, compelling them to take on additional responsibilities to ensure that crucial services continue without interruption. This stipend serves as a acknowledgment of the extra efforts made by staff members who have stepped up in a challenging time. By providing this retention stipend, we not only help mitigate burnout and maintain morale but also reinforce our commitment to supporting the vulnerable victims who rely on our essential services.

Finally, we seek to use funds to purchase a vehicle. Currently, the CAC has only one designated vehicle, which is restricted to use by staff assigned to a specific grant. These restrictions hinder our ability to efficiently serve clients and fulfill the responsibilities of all staff.

Through these initiatives, we aim to enhance our services, facilities, and team dynamics to better serve children and families in need

ATTACHMENT C - WORKPLAN

Performance Target(s) and Milestone Chart

Program Standard: Organizational Capacity

PERFORMANCE TARGET #: 1

CAC/MDT members will participate in relevant education and training opportunities.

<u>First Quarter Milestone(s):</u>	<u>01/01/2025-03/31/2025</u>	<u>Verification of Milestones</u>
1. Will contract with keynote for our Champion's for Children Breakfast		Copy of agreement

<u>Second Quarter Milestone(s):</u>	<u>04/01/2025-06/30/2025</u>	<u>Verification of Milestones</u>
1. Will research consultants to facilitate and locations to hold a team training		1. A copy of the agreement and agenda and will verify plans for a team retreat
2.MDT members will attend the Champion's for Children Breakfast		2. List of attendees will verify team members in attendance

Program Standard: Child Appropriate/Child- Friendly Setting

PERFORMANCE TARGET #: 2

The CAC will improve the physical environment and make it visually appealing to create a welcoming and supportive atmosphere for children and families.

<u>Third Quarter Milestone(s):</u>	<u>6/01/2025-08/31/2025</u>	<u>Verification of Milestones</u>
1. Purchase of furnishings		Copy of invoice
2.		
3.		

Attachment D

**ATTACHMENT D
PAYMENT AND REPORTING**

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

1	Advance (%)	See Attachment A-1 for Federal Fund Advance Requests	
2	Quarterly Reimbursement	Third Month of the Period	15 Days
3	Quarterly Reimbursement	Sixth Month of the Period	15 Days
4	Quarterly Reimbursement	Eighth Month of the Period	15 Days
5	Quarterly Reimbursement	N/A	N/A

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance-based contracts, the Contractor’s costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).
3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

1	Work Plan Based	Third Month of the Period	15 Days
2	Work Plan Based	Sixth Month of the Period	15 Days
3	Work Plan Based	Eighth Month of the Period	15 Days
4	Work Plan Based	N/A	N/A

E. Special Payment and Reporting Provisions

1. Expenditure-Based Reports (select the applicable report type):

- Narrative/Qualitative Report** (Progress Reporting)
The Contractor will submit, on a quarterly basis, not later than 15 from the end of the quarter.
- Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter.
- Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than ¹⁵_____ days after the end date for which reimbursement is being claimed.
- Final Report**
The Contractor will submit the final report no later than _____ days after the end of the contract period.
- Consolidated Fiscal Report (CFR)**
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual.

2. Recoupment Language (if applicable)

Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

Attachment MWBE

Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures

Revised January 2018

I. General Provisions

- A. The Office of Children and Family Services ("OCFS") is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OCFS, to fully comply and cooperate with OCFS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds, assessment of liquidated damages pursuant to Section VII of this Attachment and such other remedies are available to OCFS pursuant to the Contract and applicable law.

II. Contract Goals

- A. For purposes of this Contract, OCFS hereby establishes an overall goal of **0%** for MWBE participation, **0%** for New York State-certified minority-owned business enterprise ("MBE") participation and **0%** for New York State-certified women-owned business enterprise ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
- D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - 1. Evidence of outreach to MWBEs;
 - 2. Any responses by MWBEs to the Contractor's outreach;
 - 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OCFS with MWBEs; and,
 - 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity ("EEO")

OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
 - 1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor shall submit an EEO policy statement to OCFS within seventy-two (72) hours after the date of the notice by OCFS to award the Contract to the Contractor.

Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OCFS may require the Contractor or subcontractor to adopt a model statement (see Form – OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. OCFS-4629 – Project Staffing Plan Form

This section applies to OCFS contracts with a total value in excess of \$250,000 only.

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by OCFS. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

D. OCFS-2171 – Workforce Utilization Report Form

This section applies to non-grant contracts only.

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by OCFS on a quarterly basis during the term of the Contract. The completed Workforce Utilization Report must be submitted via email to eeo@ocfs.ny.gov no later than 10 days following the end of each quarter during the term of the Contract.
 2. Separate forms shall be completed by the Contractor and any subcontractors.
 3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

OCFS-4361 – MWBE Utilization Plan Form

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by OCFS, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to OCFS, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OCFS shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through a non-electronic method provided by OCFS (OCFS-4442 – MWBE Request for Waiver Form). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, OCFS shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If OCFS, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, OCFS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

OCFS-4441 – MWBE Quarterly Report Form

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OCFS by the 10th day following the end of each quarter during the term of the Contract. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

VII. Liquidated Damages - MWBE Participation

- A. Where OCFS determines that the Contractor is not in compliance with the requirements of this Attachment and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to OCFS liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by OCFS, the Contractor shall

pay such liquidated damages to OCFS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

**Personnel Committee Mtg.
February 13, 2025
#10**

FYI/Accident Report

Personnel Committee Mtg.
February 13, 2025
#11

FYI/ Incident Report