

# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION

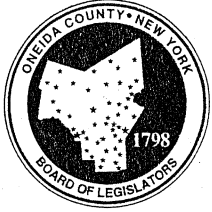
January 14, 2015

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2015-039	Read & Filed	
2015-040	Read & Filed	
2015-041	Ways & Means	
2015-042	Health & Human Services, Ways & Means	
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2015-062	Public Works, Ways & Means	

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[www.ocgov.net](http://www.ocgov.net)



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501*

*Work Phone: 798-5900 ♦ Home Phone: 337-9045*

January 2, 2015

FN 20 15-039

Board of Legislators  
800 Park Ave.  
Utica, NY 13501

**READ & FILED**

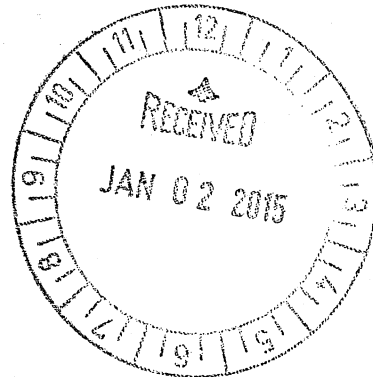
Honorable Members:

Please find the attached changes to committee assignments for the Public Works and Economic Development Committees. These changes are effective January 2, 2015.

Sincerely,

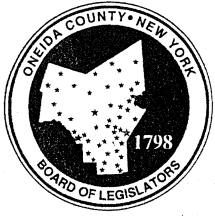
Gerald J. Fiorini  
Chairman of the Board

Attachment: (1)



mailed Jan. 2, 2015





# ONEIDA COUNTY BOARD OF LEGISLATORS

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Minority Leader

## STANDING COMMITTEES 2014-2015 TERM

1/2/15

**AIRPORT** (Oversees Operations at  
Griffiss Airport)

JAMES D'ONOFRIO, CHAIR  
GEORGE JOSEPH, VICE CHAIR  
CHAD DAVIS, VICE CHAIR  
Emil Paparella  
Brian Miller  
Brian Mandryck  
Robert Koenig  
Michael Clancy  
Philip Sacco

### ECONOMIC DEVELOPMENT & TOURISM

(Economic, industrial and rural development, Tourism  
Promotion/development; Planning Department, MVCC,  
Cornell Cooperative Extension, Farmland Protection  
Board, related agricultural issues and programs)

EDWARD WELSH, CHAIR  
EMIL PAPARELLA, VICE CHAIR  
ROSE ANN CONVERTINO, VICE CHAIR  
Les Porter  
Brian Mandryck  
Norman Leach  
Joseph Furgol

### GOVERNMENT OPERATIONS

(Includes County Executive, County Attorney  
Personnel, County Clerk,  
Board of Elections, Audit & Control, Budget, Finance  
Department and all other County Departments not  
Specifically covered by another committee)

MICHAEL WATERMAN, CHAIR  
NORMAN LEACH, VICE CHAIR  
HARMONY SPECIALE, VICE CHAIR  
Edward Welsh  
Robert Koenig  
Colin Idzi  
Chad Davis  
William Hendricks

### HEALTH & HUMAN SERVICES

(Includes Department of Social Services, Public Health  
Department and environmental health concerns, Mental  
Health, Office for the Aging, Veterans Affairs,  
Workforce Development, Youth Programs and Coroners)

EMIL PAPARELLA, CHAIR  
ROBERT KOENIG, VICE CHAIR  
ROSE ANN CONVERTINO, VICE CHAIR  
Les Porter  
Brian Miller  
Colin Idzi  
Harmony Speciale  
Kenneth Fort

1/2/15

**PUBLIC SAFETY**

(Includes District Attorney, Sheriff, Law Enforcement Building, Probation, Public Defenders, all Courts, Jurors, 911, Stop DWI, Traffic Safety and related Services)

RICHARD FLISNIK, CHAIR  
BRIAN MILLER, VICE CHAIR  
JOSEPH FURGOL, VICE CHAIR  
Les Porter  
Michael Waterman  
Norman Leach  
Robert Koenig  
William Goodman  
Chad Davis

**WAYS & MEANS**

(Acquisition & Contract, Salaries, Budget Review, Local Laws, County Charter and Administrative Code, Board of Legislators, Rules of the Board of Legislators, All pending dockets that come before the Board of Legislators)

LES PORTER, CHAIR  
GEORGE JOSEPH, VICE CHAIR  
WILLIAM GOODMAN, VICE CHAIR  
James D'Onofrio  
Emil Paparella  
Richard Flisnik  
Brian Miller  
Frank Tallarino  
Rose Ann Convertino

**PUBLIC WORKS**

(Includes Department of Public Works, County Lands and Buildings, Water Quality and Water Pollution Control, Soil & Water, soil conservation, Union Station)

BRIAN MILLER, CHAIR  
MICHAEL WATERMAN, VICE CHAIR  
PHILIP SACCO, VICE CHAIR  
Edward Welsh  
Richard Flisnik  
Colin Idzi  
Michael Clancy

**WORKERS' COMPENSATION**

(All Workers' Compensation Issues)

NORMAN LEACH, CHAIR  
MIKE WATERMAN, VICE CHAIR  
KENNETH FORT, VICE CHAIR  
Edward Welsh  
William Hendricks



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Majority Leader

Frank D. Tallarino  
Minority Leader

January 6, 2015

FN 20 15 - 040

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

**READ & FILED**

Mr. Billard:

The New York State Department of Agriculture & Markets has certified the parcels submitted during the district review of Oneida County Agricultural District No. 5, Towns of Kirkland, New Hartford, Westmoreland and Whitestown.

Please file the attached as a "Read & File docket to read "RE: NYS certification of properties added to Oneida County Agricultural District No. 5 during eight-year review"

Respectfully,

Gerald Fiorini  
Chairman of the Board

GJF:pp



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS

10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agriculture.ny.gov

Andrew M. Cuomo  
Governor

Richard A. Ball  
Commissioner

Mr. Mike Billard, Clerk  
Oneida County Legislature  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Billard:

In accordance with Section 303-a of the Agriculture and Markets Law, the Oneida County Legislature submitted to me, by Resolution No. 238 of 2014, a district renewal plan with modifications for Oneida County Agricultural District No. 5.

Following review of the plan and its related documentation, I find that the plan is eligible for districting.

In accordance with the statutory procedures for certification of agricultural district review plans, the Commissioner of Environmental Conservation has determined that the District is consistent with state environmental plans, policies and objectives.

In consideration of my review of the proposal and the determination of the Commissioner of Environmental Conservation, I hereby certify that:

- A. The District is eligible for redistricting.
- B. The District consists predominantly of viable agricultural land.
- C. The plan and consolidation of the District is feasible.
- D. The District will serve the public interest by assisting in maintaining a viable agricultural industry within the District and the State.

The County is required to complete the next review of Oneida County Agricultural District No. 5 on or before July 10, 2022.

Signed and Sealed at the Town of Colonie,  
County of Albany, NY,  
This 25<sup>th</sup> day of November, 2014

A handwritten signature in cursive script that reads "Richard A. Ball".

Richard A. Ball  
Commissioner of Agriculture and Markets  
of the State of New York

cc: McCrea Burnham, Div. of Lands and Forests, DEC  
Sam Casella, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Brymer Humphreys, Chair, Oneida County AFPB



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501*  
*Work Phone: 798-5900 ♦ Home Phone: 337-9045*

December 29, 2014

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

FN 20 15-041

WAYS & MEANS

Honorable Members:

Mr. Fred Munk, the Region 6 Natural Resource Supervisor of the NYSDEC, has recommended that Mr. Vincent Johns, 3274 Mohawk Street, Sauquoit, NY to be reappointed to the Region 6 Fish and Wildlife Management Board.

Therefore, I pass along the name of **Mr. Vincent Johns** as Landowner Representative to be reappointed to the Region 6 Fish and Wildlife Management Board for a two-year term through December 31, 2016.

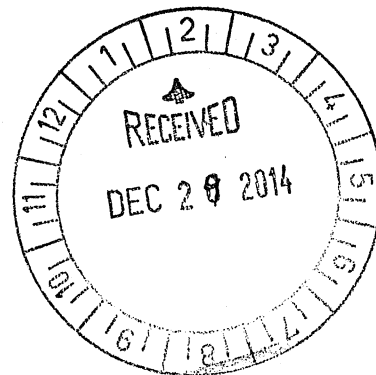
As this appointment requires Board of Legislators' approval, I ask that it be considered by the Board at the meeting of **January 14, 2015**.

Respectfully submitted,

Gerald J. Fiorini  
Chairman of the Board

GJF:pp

Cc: Region 6 Supervisor, Fred Munk  
Vincent Johns



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**REGION 6 FWMB**  
c/o Erik Latremore  
NYSDEC  
Dulles State Office Building  
317 Washington St.  
Watertown, NY 13601-3787  
(315) 785-2293

**New York State**  
**FISH AND WILDLIFE MANAGEMENT BOARD**



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December 23, 2014

Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501-2977

**Re: Fish and Wildlife Management Board Appointment**

Dear Oneida County Legislators:

Title 5, § 11-0501 of the NYS Environmental Conservation law establishes a Fish and Wildlife Management Practices Cooperative Program, which includes the commissioning of Regional Fish and Wildlife Management Boards (FWMB).

A provision of the Fish and Wildlife Management Act (FWMA) allows a FWMB member to succeed him/herself for unlimited terms, so that he/she may serve on a Regional FWMB for multiple years.

The term of office of the Oneida County Landowner Representative for the Region 6 FWMB expires on December 31, 2014. This position has been held by Vincent Johns, who now needs to be reappointed. Please assist us by alerting the Chairman of your County Board of Legislators the necessity of making this reappointment to the Region 6 FWMB for an Oneida County Landowner Representative for the next two year term (1 Jan 2015 – 31 Dec 2016).

Appointments should be made prior to our March 2015 meeting, to allow for FWMB quarterly business. Please forward a copy of the Board's resolution concerning this appointment to the undersigned at the above address. Thank you for your time and assistance in this matter. Don't hesitate to contact Erik Latremore at (315) 785-2293 with any questions you might have.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred Munk". The signature is fluid and cursive.

Fred Munk  
Natural Resource Supervisor  
Region 6 NYSDEC

FM.EJM.sld

ecc: Walt Paul (Region 6 FWMB Chairman)

**MEMBERS:** Representatives of County Boards of Supervisors/County Legislators, Landowners and Sportsmen

**ADVISORY MEMBERS:** New York State Department of Environmental Conservation, New York State Department of Agriculture and Markets, New York State Conservation Council, Inc., Farm Bureau of New York, New York State Grange, New York State Forest Practice Board, Izaak Walton League of America; New York State Division, New York State Soil and Water Conservation Committee, New York State College of Environmental Science and Forestry, New York State College of Agriculture and Life Sciences at Cornell University.



**Oneida County**

**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

120 Airline Street, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

December 3, 2014

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

FN 20 15-042

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Contract Agreement between the Office for the Aging/Office of Continuing Care and the North Utica Senior Citizen's Recreation Center, Inc., for the Board of Legislature's Review and Approval.

The purpose of this Agreement is to provide Caregiver Support, Aging Services/Outreach (I&A), Case Management, Supervision and HIICAP services to the residents of Oneida County. This Agreement will commence on January 1, 2015 and will terminate December 31, 2015. This program is supported by Federal, State, County and Contractor dollars up to \$1,017,554.17. The County share is \$142,457.57.

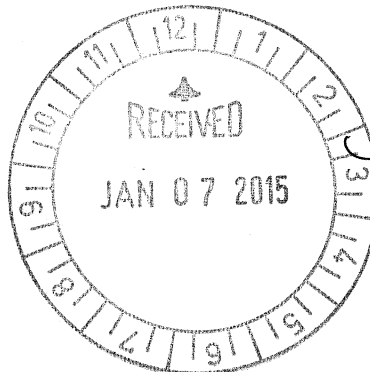
I am available at your convenience to answer to any questions you might have regarding this Agreement.

Sincerely,

Michael J. Romano  
Director

MJR/mac

Enclosures



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

Anthony J. Picente, Jr.  
County Executive

Date 1-7-15

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

**Name of Proposing Organization:** North Utica Senior Citizen's Recreation Center, Inc.

**Type of Activity or Service:** Family Caregiver Support  
Aging Services/Outreach (Information and Assistance)  
Case Management  
Supervision  
Health Insurance Counseling

**Proposed Dates of Operation:** January 1, 2015 – December 31, 2015

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

**1. Narrative Description of Proposed Services**

- **Case Management Services** – an important component of the aging network for they identify frail, elderly and homebound people who are in need of supportive services. Once identified and assessed, the elders are linked to appropriate services that allow them to remain independent.
- **Community Service Coordinator** – assists with outreach activities and other methods to provide support services for informal caregivers. In addition to Case Management the Community Service Coordinator will assist with staff functions such as taking referrals, scheduling and clerical duties.
- **Elder Abuse Coordinator** – Case Management and intervention services for at risk clients
- **Program Coordinator** – Coordinates and oversees various aging services such as Volunteer Bill Payer, Information and Assistance, Intake and Screening, Volunteer Transportation, Community Assistance Programs (CAPS), Intergenerational activities and Administration on Aging Federal Demonstration grants and projects.
- **Case Aid** – Brokering of care with agencies and performs clerical and support services for case managers.
- **Utica Team Supervisor** - serves as an integral part of the management / supervisory team and requires strong supervisory skills. This position also requires excellent communication and interpersonal skills with ability to lead and motivate direct service staff.
- **I & A Coordinator** - Development and maintenance of a comprehensive and current resource listing of long-term care services, programs and providers in Oneida County for the Point of Entry initiative, NY Connects: Choices for the Long Term Care. Performs consumer intake and screening.
- **HIICAP Counselor** – Explain medical benefits and coverage; Review Medicare Supplemental Insurance and Long Term Care Insurance plans; Make appropriate referrals for Medicaid, Medicare Buy-In Programs and other related benefits.



## 2. Program/Service Objectives and Outcomes

- **Case Management** - Seniors will be assisted in securing supportive services by providing: information and referral, case assistance, benefit counseling, health insurance counseling, public presentations, housing assistance, home energy assistance, screening for home delivered meals and nutrition services.
- **Caregiver Support Program** - will predominantly serve primary caregivers that are married and living with the care recipient and adult children who are caring for their parents.
- **Elder Abuse Program** - Assess all elder abuse referrals and develops service plans to address the current needs of each alleged victim.
- **Long Term Care (LTC) Associate (Case Aide)** – Conduct telephone screening assessments that gather consumer information as outlined by the Screening Elements set forth by NYSOFA. Provide information, assistance, and outreach regarding long term care services.

## 3. Program Design and Staffing Level

### 12 - Case Managers

- Provide Information and Assistance to target services for individuals who are most economically and socially in need of supportive services.

### 1 - Community Service Coordinator

- To assist with Caregiver Case Management

### 8 - Caregiver Case Aids (6 F/T , 2 P/T )

- To assist Case Managers and Caregiver Support Specialist with routine duties and brokerage duties in the Home Care Brokerage Unit.

### 1 - Utica Team Supervisor

- Coordinates the staff activities of the Office for Aging / Continuing Care and Supervises the work of OFA/OCC Program Staff (OFA/OCC Case Management staff, Case Aides; clerical staff);

### 2 - Program Coordinators

- NY Connects - Screening and Intakes, Information and Assistance, Volunteer Transportation, Legal Services.
- Bill Payers - use volunteers to assist in monthly banking allowing clients to retain independence in their home

### 1 - Elder Abuse Coordinator

- Oversees the Elder Abuse Coalition and sub-committees. Case manages all elder abuse cases.

### 1 - I & A Coordinator

- Set up and maintain a comprehensive and current listing of long-term care services, programs and providers in Oneida County for the Long Term Care Point of Entry Information & Assistance.

### 3 - HIICAP Counselors (1 P/T)

- Explain medical benefits and coverage
- Review Medicare Supplemental Insurance
- Review Long Term Care Insurance
- Make appropriate referrals for Medicaid, Medicare Buy-In Programs and other related benefit

**1 - Program Administrative Assistant**

- Aging Program Coordination and Management
- Aging Program Evaluation
- Systems Integration Project Coordination
- Aging Grant Management – Balancing Incentive

**Total Funding Requested: \$ 1,017,554.17**

- **52,501** – Units/hrs of service
- **\$ 1,017,554.17** - Total dollars/cost
- **\$ 19.998** - Cost per unit/hrs of case management

**Oneida County Department Funding Recommendations: \$1,017,554.17**

**Proposed Funding Source: Account #**

- A6772.495.117 - 3B**
- A6772.495.135 - 3E**
- A6772.495.131 - CSE**
- A6774.495.116 - CSE**
- A6774.495.149 - CD EISEP - VA**
- A6773.495.100 - C1, C2 & SNAP**
- A6774.495.99 - EISEP & MA**
- A6774.495.136 - HIICAP/MIPPA**
- A6774.495.151 - BIPP - III**

Federal 46% (\$ 468,074.92) - State 40% (\$ 407,021.67) - County 14% (\$ 142,457.57)

**Contractor Match: (\$ 61,116.00)**

**AGREEMENT**

This is an Agreement by and between the **NORTH UTICA SENIOR CITIZEN'S RECREATION CENTER, INC.** located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as "**CONTRACTOR**"; and the **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 120 Airline Avenue, Suite 201, Oriskany, NY 13424 hereinafter known as the "**COUNTY**".

**WITNESSETH:**

**WHEREAS**, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, MIPPA/SHIP, NY CONNECTS/ADRC; and County of Oneida funds.

**WHEREAS**, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

**WHEREAS**, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

**WHEREAS**, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**1. SCOPE OF SERVICES**

- A. The **CONTRACTOR** agrees to provide service personnel as listed in **APPENDIX A**.
- B. The **CONTRACTOR** agrees to make a good faith effort to serve low income minority older individuals in their service area at the same proportion that is in the general population of their service area.
- C. The services provided by the **CONTRACTOR** shall include, but are not limited to: Information and Assistance, Public Information, Caregiver Services, In Home Contact and Support, Outreach, Health Insurance Counseling, and Energy Assistance.
- D. The **CONTRACTOR** agrees that the Service Area will be generally designated as the County of Oneida, and the **COUNTY** shall alter service assignments based on need.
- E. The **CONTRACTOR** agrees to prioritize individuals to be served as follows: homebound, low income, minority, disabled (physically and mentally), at-risk (age 75 and older), isolated and living alone.
- F. The **CONTRACTOR** agrees to provide services at the following locations: home settings, housing complexes, congregate sites of the Nutrition Program for the Elderly, senior centers and in the community-at-large. The site visit schedule will be established by the **COUNTY**.
- G. Job descriptions and duties are provided in **APPENDIX B**.

2. **SUPERVISION**

- A. The **COUNTY** will identify a designee that will supervise, monitor and evaluate all activities performed by all staff as they relate to this Agreement.
- B. The **COUNTY's** designee will assign all projects and work to contracted personnel.

3. **ADDITIONAL SPECIFICATIONS**

- A. The **CONTRACTOR** agrees to work in cooperation with the **COUNTY** to develop a comprehensive delivery system for Aging Services in Oneida County.
- B. The **CONTRACTOR** agrees to provide the **COUNTY** with a schedule of planned payroll disbursements for the contract period and to notify the **COUNTY** in writing 24 hours in advance of any intent to delay payment to the employee. The schedule shall include the method of payment, dates, and times of payroll disbursement. The **CONTRACTOR** is required to adhere to the said schedule. The **COUNTY** and each employee, employed through this agreement, will be provided with the schedule at the beginning of the contract period. The **COUNTY** and each employee will be notified at least 24 hours in advance of any intent to delay payment to employee
- C. The **CONTRACTOR** agrees to maintain employee time accruals with a record of each employee's sick, vacation, and personal time pursuant to the **CONTRACTOR'S** Personnel Policy. The **CONTRACTOR** shall provide each employee and the **COUNTY** with an accurate and up to date accounting of their time bank with each payroll disbursement.
- D. The **COUNTY** will provide office space, telephones, tech support, supervision and assistance to the contracted personnel.
- E. The **CONTRACTOR** agrees to ensure that staff training is available to enhance staff performance of aging services. This training may be provided by the **CONTRACTOR, COUNTY** or other training source mutually agreed upon by both parties.
- F. The **CONTRACTOR** and the **COUNTY** agree to hold periodic coordination meetings and to be responsive to each other's needs.
- G. The **CONTRACTOR** agrees to develop and implement a public relations plan with the objectives to increase public awareness of senior center programs and activities and to increase participation in programs and activities at senior centers.

4. **REIMBURSEMENT FOR SERVICES**

- A. It is agreed and understood by all parties that the **COUNTY** will reimburse the **CONTRACTOR** for personnel activities in accordance with the terms and conditions of this Agreement as listed in **APPENDIX A**.
- B. The **CONTRACTOR** will submit monthly vouchers to the **COUNTY** for completed units of service, up to **1827 units (hours)** per employee. **The total payments for this contract will not exceed \$1,017,554.17.**

C. The Contractor will submit **monthly** expenditure reports and corresponding back up documentation for all payroll and program related expenses.

D. The contract is contingent upon the availability of County of Oneida funds. Reimbursement is payable in **twelve (12) monthly** payments as specified in the OFA Voucher Instructions more fully described in **APPENDIX D**.

5. **TERM OF CONTRACT**

A. The **CONTRACTOR** agrees that the programs and services contained within this Agreement will not be subcontracted or assigned. **The terms and conditions of this Agreement shall commence January 1, 2015 and terminate December 31, 2015.**

6. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (SOFA), and the County of Oneida, as more fully described in **APPENDIX C**.

B. The **CONTRACTOR** shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the services received through this Agreement.

C. The **CONTRACTOR** agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of Appendixes A and B.

D. When appropriate, the **CONTRACTOR** shall attempt to recruit volunteers into the program to assist staff and clients.

E. The **CONTRACTOR** shall obtain, and submit to the **COUNTY**, three (3) copies of mutually signed, written Agreements existing between the **CONTRACTOR** and other service providers providing support to this contracted program.

F. The **CONTRACTOR** understands that all equipment acquired with funds through this agreement shall remain the property of the **COUNTY**; and if the contract and/or program is terminated, the **COUNTY** shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

G. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials funded by this Agreement, including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSEP/IIIE, CSI, SNAP, HIICAP, and County of Oneida funds will give due recognition to the Federal Administration on Aging, New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e. ***"This program is supported with funding from the Administration on Aging, New York State Office for the Aging, and Oneida County Office for the Aging."***). Copies of all

such printed or published materials should be forwarded by the **CONTRACTOR** to the **COUNTY** at the end of each month.

7. **NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
- Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- Older Americans Act
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
- Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
- Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
- Equal Access to Services and Targeting Policy (12-PI-08)
- Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within the Planning and Service Area (PSA). The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with Limited English Proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent possible, the **CONTRACTOR** agrees that it and any subcontractors will perform all work in accordance with the terms of the **COUNTY'S** Annual Implementation Plan (AIP). The **COUNTY** agrees to make the Annual Implementation Plan (AIP) available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

8. **GRIEVANCE PROCEDURES**

A. The **CONTRACTOR** agrees to implement the **COUNTY** grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **APPENDIX B**.

9. **FISCAL REQUIREMENTS**

A. The **CONTRACTOR** shall keep all **COUNTY** funds separate; further, state and federal funds shall not be used as local share (match) for the programs and services provided through this Agreement.

B. The **CONTRACTOR** will submit a written request and receive written approval from the **COUNTY** for any budget revisions. It is understood and agreed by the **CONTRACTOR** that any and all costs incurred due to unauthorized revisions shall be borne by the **CONTRACTOR**.

C. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **COUNTY** Voucher Instructions which are found in the attached **APPENDIX C**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations, reimbursements, grants) given to the program. "Program income means gross income received by the subcontractor directly generated by a (OFA) grant supported activity, or earned as a result of the (OFA) grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AOA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, other grants, within its budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more. A copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the Agreement concludes or is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended 1980.

10. **INSURANCE COVERAGE REQUIREMENTS**

A. The **CONTRACTOR** agrees that it shall defend, indemnify and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the **CONTRACTOR** and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

B. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents; servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the County of Oneida from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

C. The **CONTRACTOR** agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named **ADDITIONAL INSURED**, as its interest may appear, and to provide the **COUNTY** with a certificate from said insurance company, or companies, showing coverage as herein before required, and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.



D. The **CONTRACTOR** shall maintain a professional liability policy and will provide the Agency with proof of coverage in the amount of \$2,000,000 per incident and \$2,000,000 aggregate. The **CONTRACTOR** shall also maintain general liability insurance and will provide the Agency with proof of coverage in the amount of \$2,000,000 per incident and \$2,000,000 aggregate. The **CONTRACTOR** agrees to have Oneida County and the Agency named **ADDITIONAL INSURED(S)** on the general liability policy and to provide the **COUNTY** with certificates from said insurance company or companies showing the proof of insurance as stated heretofore, and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.

E. The **CONTRACTOR** shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York.

11. **REPORTING REQUIREMENTS**

A. The **CONTRACTOR** shall, pursuant to the requirements of **COUNTY** Title III B funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with timely information needed to meet planning, coordination, evaluation and reporting requirements as requested by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

C. The **CONTRACTOR** shall maintain appropriate client records on each participant who receives services through this agreement; the **COUNTY** shall have access to the client records upon request.

D. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

E. The **CONTRACTOR** shall submit a final Program Summary Report to the **COUNTY** within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

12. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** agrees to utilize the **COUNTY** as the single point of entry for referral of services for the elderly and disabled individuals in Oneida County.

B. The **CONTRACTOR** and the **COUNTY** agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

C. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the New York State Office for the Aging (SOFA) and the **COUNTY**, when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service

provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

13. **AGREEMENT CANCELLATION**

A. The Agreement may be canceled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

C. The **CONTRACTOR** agrees that in the event of termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY** and shall be returned to the **COUNTY** within the thirty (30) day final accounting period.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being. Other services shall be substituted and/or coordinated on the clients' behalf.

14. **NO CLAIM FOR DAMAGES**

A. The **CONTRACTOR** agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

15. **STANDARD ADDENDUM**

A. The **CONTRACTOR** agrees to comply with the County's Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as **APPENDIX F**.

16. **TERMS OF AGREEMENT**

A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and Agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alternations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

**CONTRACTOR**

\_\_\_\_\_  
Yvonne McClusky, Director  
North Utica Senior Citizens Recreation Center, Inc.

\_\_\_\_\_  
Date

**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**COUNTY**

\_\_\_\_\_  
Michael J. Romano, Director  
Oneida County Office for the Aging/Office of Continuing Care

\_\_\_\_\_  
Date

Approved As To Form **ONLY**:

**ONEIDA COUNTY ATTORNEY**

BY: \_\_\_\_\_

**APPENDIX A  
North Utica Personnel Roster - 2015**

<b>Title / Name</b>	<b>Admin @ 8%</b>	<b>Total Cost</b>	<b>Unit Cost</b>	<b>Cost Center</b>	<b>Prgm</b>	
	0.085		1827			
			1040			
			832			
			1300			
	\$2,265.25	\$39,627.25	\$21.69	A6772.495135	3E	
<b>Program Coordinator (CDSMP)</b>						
	\$2,973.83	\$51,006.23	\$27.92	A6772.495135	3E	
<b>Community Service Coordinator</b>						
	\$1,994.19	\$35,024.30	\$19.17	A6772.495117	3B	X
<b>Case Management</b>						
	\$2,121.65	\$34,171.26	\$18.70	A6772.495117	3B	
<b>Case Management</b>						
	\$1,994.19	\$34,024.30	\$18.62	A6772.495117	3B	X
<b>Case Management</b>						
	\$1,955.09	\$33,396.37	\$18.28	A6772.495117	3B	X
<b>Case Management</b>						
	\$3,235.61	\$52,460.08	\$28.71	A6772.495117	3B	X
<b>Utica Team Supervisor</b>						
	\$984.25	\$15,805.91	\$15.20	A6772.495117	3B	X
<b>Case Aide P/T (Admin)</b>						
	\$2,578.84	\$43,663.14	\$23.90	A6772.495131	CSE	
<b>Prgm Coordinator (Elder Abuse)</b>						
	\$1,828.44	\$29,362.53	\$16.07	A6773.495100	Nutrition	
<b>Case Aide</b>						
	\$2,691.40	\$44,470.78	\$24.34	A6772.495116	CSE	X
<b>Program Coordinator (Senior)</b>						
	\$2,403.90	\$40,853.84	\$22.36	A6772.495149	CD EISEP-VA	
<b>Program Coordinator (Project)</b>						
	\$1,955.09	\$33,396.37	\$18.28	A6774.49599	EISEP	X
<b>Case Management</b>						
	\$2,034.07	\$34,664.78	\$18.97	A6774.49599	EISEP	
<b>Case Management</b>						
	\$1,955.09	\$33,396.37	\$18.28	A6774.49599	EISEP	
<b>Case Management</b>						
	\$1,916.75	\$32,780.75	\$17.94	A6774.49599	EISEP	
<b>Case Management</b>						
	\$1,993.42	\$34,011.98	\$18.62	A6774.49599	EISEP M/A	
<b>Case Management</b>						
				A6774.49599	EISEP M/A	



## **APPENDIX B**

### **Job Summaries**

#### **1. Case Management**

Case Managers provide assistance with the following:

- Information and referrals
- Case assistance
- Benefit counseling
- Health Counseling
- Housing Assistance
- Home Energy Assistance Program (HEAP)
- Screening for Weatherization, Referral and Packaging(WRAP) services
- Assessment for home delivered meals and nutrition services.

#### **2. Community Service Coordinator**

- Assist Coordinator and staff with functions such as Case Management, taking and scheduling referrals and all other duties as assigned.

#### **3. Elder Abuse Coordinator**

- Oversee the Elder Abuse Coalition and sub-committees
- Case manage all elder abuse cases

#### **4. Case Aide**

- Brokering of care with agencies
- Performs clerical and support service for case managers

#### **5. Program Coordinator (Aging Services)**

- Senior housing/weatherization: Identifies low income, energy vulnerable elderly household.
- Senior housing/weatherization: Assesses the level of need, and determines whether to provide services in addition to an assisted referral to WRAP subgrantee.
- Senior volunteer programs: Coordinates volunteer programs that will benefit older consumers and caregivers.
- Aging program resource expansion: Assist OFA with increasing client and general program contributions and donations.
- Quality Assurance: Performs quality assurance and consumer satisfaction activities through surveys, needs assessments, and reports.
- Performs aging and LTC outreach and education through printed material, media, and community presentations
- Meets reporting requirements set forth by Oneida County and NYSOFA

**6. Long Term Care Specialists (I & A Coordinator)**

- Collects and collates current information on the different categories of long-term care services, programs and providers for NY Connects/ADRC, MIPPA/SHIP, N Y Connects
- Inputs data onto excel files in an interactive database format.
- Monitors and updates records on a regular basis
- Coordinates with other agencies on a regular basis

**7. Long Term Care (LTC) Associate (Case Aide)**

- Conducts telephone screening assessments that gather consumer information as outlined by the Screening Elements set forth by NYSOFA.
- Provides information/assistance and outreach regarding long term care services including, but is not limited to, explanation of available services, program eligibility requirements, financial requirements for participation in programs, provider/service contact information, long term care insurance, etc.
- Responsibility for providing written information requested by consumers within two business days after the request is received
- Provides assistance with review of information on consumer satisfaction and services needed as gained through the evaluation process
- Inputs data into Excel files in an interactive database format
- General data entry of client charts and other pertinent client data
- Pulls requested charts, and assist with filling charts, assist with pulling closed cases to be reopened, as needed

**8. Utica Team Supervisor**

- Coordinates the staff activities of the Office for the Aging/Office of Continuing Care.
- Supervises the work of OFA/OCC Program Staff, OFA/OCC Case Management staff, Case Aides, and clerical staff.
- Review employee's written work and field work.
- Evaluates employee's performance.
- Monitors service delivery outcomes to assure prompt, comprehensive, and effective client service.
- Identifies system deficiencies and assists the Director in program and policy development to meet those needs.
- Manages client problems and crisis situations.

**9. HIICAP Counselor**

- Explain medical benefits and coverage
- Review Medicare Supplemental Insurance
- Review Long Term Care Insurance
- Make appropriate referrals for Medicaid, Medicare Buy-In Programs and other related benefits

**10. Program Administrative Assistant**

- Aging Program Coordination and Management
- Aging Program Evaluation
- Systems Integration Project Coordination
- Aging Grant Management – Balancing Incentive

## APPENDIX C

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19 - J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)



## APPENDIX D

Oneida County Office for the Aging  
2014-2015

### **Voucher Instructions For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

**8. Timely Submissions:**

- ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget (including personnel):**

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano  
Accounting Supervisor  
315-798-5456

## APPENDIX E

### Oneida County Office for the Aging

#### **Grievance Procedures**

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

#### **Right to File a Grievance**

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### **Denial of Service or Client's Unsatisfaction of Service**

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

#### **Grievance Process**

##### **Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

##### **Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

##### **Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

##### **Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

##### **Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

## APPENDIX F

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

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

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

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

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

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

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

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

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

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

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

- the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85 Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
  1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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- d.. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

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

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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



Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

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

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

**10. Records.**

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

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

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or

such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

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

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

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

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

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

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** Greyhound Lines, Inc.  
PO Box 660362  
Dallas, TX 75266-0362

**Title of Activity or Service:** Lease Agreement

**Proposed Dates of Operation:** 01/01/2016 – 12/31/2020

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

### Summary Statements

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

Oneida County currently leases office space to FirstGroup America, Inc. for operation of a Greyhound ticket office, baggage room, and waiting facility at 321 Main St., Utica (Union Station). This lease expires December 31, 2015.

Enclosed is a new Lease Agreement for the above mentioned office space. Lease terms include a 3.5% annual rate increase, a five year term beginning January 1, 2016, and an option to renew for an additional five year term.

#### 2) Program/Service Objectives and Outcomes: N/A

#### 3) Program Design and Staffing: N/A

Total Funding Requested: \$38,383.16                      Account #: A1740

Oneida County Dept. Funding Recommendation: \$38,383.16

Proposed Funding Sources (Federal \$/ State \$/County \$): \$38,383.16 (Revenue)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

LEASE AGREEMENT  
FOR  
GREYHOUND LINES, INC.

This Lease Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the **County of Oneida**, 800 Park Ave., Utica, NY 13501, a municipal corporation organized under the laws of the State of New York, hereinafter called the **Lessor**, and **Greyhound Lines, Inc.**, P.O. Box 660362, Dallas, Texas 75266-0362, hereinafter called the **Lessee**, in consideration of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed at the following described premises:

Approximately nine hundred eighty five (985) square feet of space on the first floor located in and adjacent to the Lessor's Union Station Building, 321 Main Street, City of Utica, County of Oneida and State of New York, as shown on **Exhibit A** attached herewith and made a part hereof.

The above described premises, together with any and all buildings or other structures and improvements thereon owned by Lessor are hereinafter referred to as the "demised premises".

Lessee shall not use or occupy the demised premises for any purpose other than the operation of a ticket office, baggage room, and waiting facility in conjunction with Lessee's primary business.

1. TERM/RENT AND ADJUSTMENTS

- a. Lessee shall hold the demised premises for a term of **Five (5)** years commencing on **January 1, 2016** and ending **December 31, 2020** unless sooner terminated as hereinafter provided.
- b. Lessee shall pay rent to the Lessor during the initial term as follows.

Period	Annual Rent	Quarterly Payment
January 1, 2016 - December 31, 2016	\$7175.36	\$1,793.84
January 1, 2017 - December 31, 2017	\$7351.88	\$1,837.97
January 1, 2018 - December 31, 2018	\$7532.72	\$1,883.18
January 1, 2019 - December 31, 2019	\$7718.04	\$1,929.51
January 1, 2020 - December 31, 2020	\$7907.88	\$1,976.97

- c. Such rents shall be payable to the Lessor in quarterly payments the first of which is due **January 1, 2016** with the remaining quarterly payments due on the first day of each subsequent quarter thereafter.

2. RENEWAL OPTION

- a. Provided Lessee is not then in default under the terms of this Lease, Lessee shall have the option to renew this lease on the same terms, with the exception of the rental rates, for **one (1) additional five (5)** year term after the expiration of the

original term. Lessee shall provide Lessor written notice of intent to renew this lease within ninety (90) days of expiration of the original term.

- b. Lessee shall pay rent to the Lessor during the renewal term as follows.

Period	Annual Payment	Quarterly Payment
January 1, 2021 - December 31, 2021	\$8102.44	\$2,025.61
January 1, 2022 - December 31, 2022	\$8301.76	\$2,075.44
January 1, 2023 - December 31, 2023	\$8505.96	\$2,126.49
January 1, 2024 - December 31, 2024	\$8715.20	\$2,178.80
January 1, 2025 - December 31, 2025	\$8929.60	\$2,232.40

- c. Such rents shall be payable to the Lessor in quarterly payments the first of which is due **January 1, 2020** with the remaining quarterly payments due on the first day of each subsequent quarter thereafter.
- d. In the event that a renewal lease between Lessor and Lessee is not entered into, and that Lessor has not leased or otherwise disposed of the premises to one other than the Lessee, said renewal of lease or other disposition to take effect upon the expiration of the term of this lease, Lessee may continue to rent the premises from Lessor beyond said expiration on a month-to-month basis at an amount equal to the same monthly rate of rental as was paid prior to said expiration plus a ten percent per month increase thereto, and otherwise upon the terms and conditions contained herein; except that, upon commencement of such month-to-month tenancy, the tenancy is subject to the right of Lessor or Lessee to terminate the tenancy upon written notice of thirty (30) days to the other party.
- e. In the event that under the Terms of this agreement there results a month-to-month tenancy by the Lessee, said tenancy shall not extend beyond 180 days from the date of expiration of the original lease agreement unless such month to month tenancy is extended by the parties in writing.

### 3. ASSIGNMENT

- a. The Lessee shall not assign this lease, or sublet the premises or any part thereof, or make any alterations therein, or any additions thereto without the express written consent of the Lessor. All additions, permanent fixtures or improvements including lighting, moldings, and signage which may be made by the Lessee, except movable office furniture or other removable fixtures, shall become the property of the Lessor and remain upon the premises as a part thereof and be surrendered with the premises at the termination of this lease.

### 4. OPERATIONS

- a. The Lessee shall have the right to operate within the leased premises a ticket office, baggage room, and waiting facility in conjunction with Lessee's primary

business.

- b. No other unrelated activities shall be permitted without the prior written consent of Lessor.
- c. Lessee shall be responsible for securing and maintaining all required operating permits, licenses and certificates. Copies of all permits, licenses and certificates and copies of any renewals thereto shall be provided to Lessor within 30 days of Lessor's written request.

#### 5. HOURS OF OPERATION

- a. Allowable hours of operation shall be: **Monday through Sunday, 6:00 am to 11:00 pm, Eastern Standard Time.**

#### 6. MAINTENANCE

- a. Lessee shall be responsible for providing all janitorial cleaning services and maintaining the demised premises during the term of this lease agreement in a neat and sanitary condition. Lessee agrees to be responsible for the deposit of the contents of trash receptacles into plastic bags and brought to the dumpster for disposal.

#### 7. SECURITY

- a. Lessee shall be responsible for securing said premises and shall provide additional security measures at their discretion. Lessor shall not be responsible for any losses resulting from theft or vandalism of said premises.

#### 8. COMMON AREAS

- a. Lessee shall have the right to use, in common with Lessor and others legally entitled thereto, the existing pedestrian entrances, hallway vestibules, walkways and rest rooms as shown on Exhibit A.
- b. Lessee shall not use the main lobby for any reason other than as a waiting area. Patrons awaiting service shall not interfere with the operations of Union Station or adversely impact other tenants.
- c. Lessor makes no representations as to condition, fitness or utility of said common areas, except that such areas shall be neat, sanitary and regularly cleaned. Lessee's liability arising out of use of said areas shall be as if same were included within the demised premises leased herein.

#### 9. JOINT USE

- a. Lessor hereby reserves unto itself, its employees, tenants, invitees and licensees, at any time and at all times, the right to use jointly the waiting room and common areas, which right shall be superior to, and supersede, Lessee's use thereof in the

event of any conflicting uses.

#### 10. LESSOR'S FACILITIES

- a. Lessor hereby reserves unto itself and its licensees the right and easement to construct, use, operate, maintain, repair and review any pipe, conduit or tunnel and any electric communication or signal transmission lines, together with poles and guys therefore, and any other facilities of like character, as may now exist or may hereafter be placed upon, under or over the demised premises it being agreed that this Lease is subject and subordinate to any and all such rights, easements and uses. Lessee shall occupy and use the demised premises in a careful, safe and orderly manner so as not to interfere in any way with the maintenance or operation of the business of Lessor or of its licensees and tenants or with any structures or facilities appurtenant to the business of Lessor or its licensees and tenants.

#### 11. UTILITIES/SERVICES

- a. Lessor agrees to furnish Lessee with heat, electricity, water and sewer. The Lessor also will provide janitorial services and maintenance of public areas, public bathrooms, hallways and entrances. The Lessor shall not maintain Lessee's space. Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers and security for the common areas.
- b. Lessee shall not utilize electricity supplied to the demised premises for electrical space heaters or air conditioning units or any additional electrical connections without the prior written consent of Lessor.
- c. The Lessor shall not be responsible for any loss of income or suspension of Lessee's service due to a delay or loss of heat, electricity, water or sewer service to the demised premises unless the proximate cause for such loss of income or suspension of service is the Lessor's own negligent act or omission.

#### 12. TELEPHONE AND DATA SERVICE

- a. The Lessee shall have the right to have telephone and data service installed at the Lessee's own expense. Lessee, upon termination of this agreement, shall have the right to remove from the demised premises any telephones or equipment which are the Lessee's property. Establishment of telephone and data service must first be approved by the Lessor to assure proper installation and location thereof and such approval shall not be unreasonably delayed, withheld or conditioned.

#### 13. MACHINERY AND EQUIPMENT

- a. The Lessee is hereby authorized to install all machinery and equipment for its operation on/at such demised premises; such machinery and equipment installed by the Lessee shall at all times remain the property of the Lessee, notwithstanding the terms of Section 4, ASSIGNMENT, and at no time will such items be considered



a fixture or appurtenance of the Lessor's property. At the termination of the lease or any renewal period thereof, the Lessee agrees to remove all items installed, and the Lessor agrees that the Lessee is so entitled. If such removal is not completed by the Lessee within a reasonable period of time, then the Lessor shall have the authority to so remove, charging the expense of such removal, as well as reasonable storage fee, to the Lessee. The Lessor shall have the option of pursuing its appropriate legal remedies to collect such expenses, or, following 120 days after such removal by the Lessor, the Lessor may sell any of such items in storage in order to pay for such expenses, forwarding the surplus if any, to the Lessee providing the Lessor must give the Lessee at least thirty (30) days written notice thereof and an opportunity to remove said items within that thirty-day period. In the event that any items attached to the realty are allowed to be removed, the Lessee shall repair any damage caused by such removal.

#### 14. ACCEPTANCE OF PREMISES/DUTY TO REPAIR

- a. Lessee hereby accepts the demised premises in the condition they are in at the beginning of this lease, and agrees to maintain the said premises in the same condition, order and repair as they are at the commencement of said term excepting only reasonable wear and tear arising from the use thereof under this agreement, and excepting such change in condition, order and repair as may be incident to the rehabilitation of the property, and to make reparations to the Lessor immediately upon demand, any damage to water apparatus, or electrical lights or any fixtures, appliances or appurtenances of said premises, or damages to the structure of the building caused by any act of neglect of the Lessee, or of any person or persons in the employ of the Lessee or persons acting on the authority or at the direction of the Lessee.

#### 15. RENOVATIONS

- a. It is agreed between the parties that if the premises leased under this agreement are renovated to suit the Lessee's needs, the cost of such renovations will be borne fully by the Lessee. Such renovations may only be made by the Lessee with Lessor's written consent and subject to approval by the New York State Office of Parks, Recreation and Historic Preservation, if necessary, of the proposed renovations, and such approval shall not be unreasonably delayed, withheld or conditioned. If, during such renovations, existing hazardous materials (i.e. asbestos or lead) are discovered, then abatement of such condition shall be made at the Lessee's expense in accordance with any applicable statutes, laws, ordinances, and permits.

#### 16. BUSINESS SIGN AND SUPPORT INFORMATION

- a. Lessee is not allowed to post signage, notices, or any other item on the lobby side of the store front and is not allowed to permanently locate items on the lobby side of the window counters without prior approval of the Lessor.
- b. Lessee shall have the right to display one (1) business sign depicting the nature of Lessee's operation within Union Station, the exact location, character, color, size

and wording to be approved in writing by Lessor subject to approval by the New York State Office of Parks, Recreation and Historic Preservation, if necessary, and such consent shall not be unreasonably delayed, withheld or conditioned.

- c. Lessee may display support information and promotional material within Lessee's leases premises, the exact location, character, color, size and wording to be approved in writing by Lessor and such consent shall not be unreasonably delayed, withheld or conditioned.

#### 17. ACCESS BY HANDICAPPED

- a. At all times during the term of this lease, those portions of the Union Station property which are made available to the Lessee as an adjunct to or part of or along the way to the means of ingress and egress to the demised premises shall remain handicapped accessible and safe for the use of Lessee's employees, agents and invitees.

#### 18. ACCESS TO PREMISES BY LESSOR

- a. Lessee agrees that Lessor, its agents and/or employees, shall have the right to enter into and upon the premises or any part thereof, at all reasonable hours for the purpose of examining the same or making emergency repairs or alteration as may be necessary for the safety and preservation thereof. Further, Lessee agrees that Lessor, its agents and/or employees shall have the right to enter into or upon the premises or any part thereof as necessary in order to effectuate any rehabilitation of the premises, to the extent that such right does not interfere with the Lessee's use and enjoyment of the premises.

#### 19. DAMAGES TO LESSEE'S PROPERTY

- a. All personal property placed or moved in the premises above described shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee's employees arising from any cause (other than such causes as might be attributable to the negligence of the Lessor, or its agents or employees) or from any act of negligence of any co-tenant or occupants of the building or of any other person whosoever, as from any act of theft, vandalism, malicious mischief or similar occurrence.

#### 20. DAMAGE TO LESSOR'S PROPERTY

- a. The Lessee shall be responsible for all damages to the premises subject to the lease agreement caused by the negligence of Lessee or any of his agents or employees in the normal operation of the premises subject to this lease agreement; and shall further be responsible for all damage caused to the said premises through the negligence of the Lessee or any of its agents, employees, or invitees; and shall be further responsible for all damages caused to the demised premises by the malfunctioning of any equipment or other property used by or in the possession of the Lessee and due to Lessee's negligence and not the property of or in the care and custody of the Lessor. The Lessee shall report to the Lessor any damages to said

demised premises no later than the ten (10) working days following the day upon which such damage was discovered.

## 21. RIGHT TO REPAIR

- a. The Lessee reserves the right and agrees to repair said premises within a reasonable period of time through the use of its employees or to hire any party to repair any defects or damage to said premises. Repairs to said premises shall not be made without the approval of the Lessor unless the total cost for each repair is less than Five Hundred Dollars (\$500.00), and it is impractical to immediately secure such approval, and additional damages would result if not immediately repaired. Any damages due to the delay of Lessor shall be reimbursed to Lessee by Lessor.

## 22. DESTRUCTION OF PREMISES

- a. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this agreement, whereby said premises shall be rendered non-tenantable, then the Lessor shall have the right to render said premises tenantable by repairs to be completed within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease. The cancellation herein mentioned shall be submitted in writing by either party hereto to the other at least fifteen (15) days from the actual cancellation date. If the property is rendered non-tenantable by fire or other disaster or casualty during the term of this lease or any subsequent renewal thereof, then the Lessee's obligation to pay rent hereunder shall be suspended as of the date that the premises became non-tenantable. The determination of what is tenantable or non-tenantable shall be made by the fire or building code inspector of the State of New York.

## 23. INSURANCE

- a. Lessee agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the leased premises. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). Lessee agrees to have the Lessor added to said insurance policies as a named additional insured, as its interest may appear, and to provide the Lessor with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show Lessor as an additional insured and to provide that such coverage shall not be terminated without written prior notice to the Lessor of at least thirty (30) days.
- b. In the event that the activities and operations of the Lessee shall change in such a substantial fashion as to pose an additional risk of liability, then the Lessor shall have the right to request from the Lessee an increase in the type and amount of liability coverage on its insurance policy. Notwithstanding anything to the contrary in this Paragraph 23 or this lease, Lessee shall have the right to self-insure required

coverage.

#### 24. LIABILITY OF LESSOR/INDEMNIFICATION OF LESSOR

- a. Lessee agrees that it shall defend, indemnify and hold harmless the Lessor from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Lessee and its agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Lessee and its agents, servants, or employees, or failure on the part of the Lessee and its agents, servants, or employees to comply with any of the covenants, terms or conditions of this agreement.

#### 25. DEFAULT OF LESSEE

- a. In the event that the Lessee defaults in the performance of any of the material covenants herein, after reasonable notice from Lessor and opportunity to cure such default, it is mutually understood and agreed that the Lessor may terminate this lease and sue for non-payment of rent and re-enter said premises without resort to judicial process, or resort to any legal remedy available to it.

#### 26. NOTICES

- a. All notices to be served upon Lessee by Lessor or upon Lessor by Lessee shall be in writing and delivered by registered or certified mail. Notices to the Lessor shall be addressed to **Commissioner, Oneida, Department of Public Works, 6000 Airport Road, Oriskany, New York 13424**. Notices to the Lessee shall be addressed to: **Greyhound Lines, Inc., Attention: Real Estate Dept., 350 N. Paul Street, Dallas, Texas, 75201, with a copy to the same address, Attention: Legal Dept.**

#### 27. WAIVER LIMITED

- a. No waiver of any breach or breaches of any provision or condition of this lease agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of the lease or breach of same.

#### 28. TERMINATION IN EVENT OF CONDEMNATION

- a. If the whole or any substantial part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose then in that event the term of this lease shall cease from the date of title vesting in such proceeding and Lessee shall have no claim for the value of any unexpired term of the lease.

#### 29. RELOCATION OF FACILITIES

- a. The County reserves the right, in its sole discretion, to relocate the Lessee

elsewhere in the building subject to the provisions of paragraph b. below, provided that such alternate space is comparable to the demised premises. In such event, the Lessee agrees to execute a modification of this Lease agreement to provide for a new description of the demised premises and any rental adjustment which may be necessitated thereby, which modification shall be incorporated into this Lease agreement and shall be binding upon the parties.

- b. In broad principle, Lessee agrees that so long as the space and facilities provided for elsewhere in the building are acceptable to Lessee, then and under those circumstances it will relocate any and all of its ground floor area operations elsewhere in the Station complex, and all such costs and expenses related thereto shall be borne by Lessor.

### 30. AMENDMENTS AND MODIFICATIONS

- a. This lease agreement may be modified or amended only in writing, duly authorized and executed by the Lessor and Lessee. It may not be modified or amended by oral agreements or understandings between the parties.

### 31. SUCCESSORS IN INTEREST

- a. It is the intent of the parties that this lease shall be binding upon the Lessor and Lessee and upon any parties who may in the future succeed to their interests.

### 32. SEPARABILITY

- a. If any part of this lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of the lease shall remain in full force and effect.

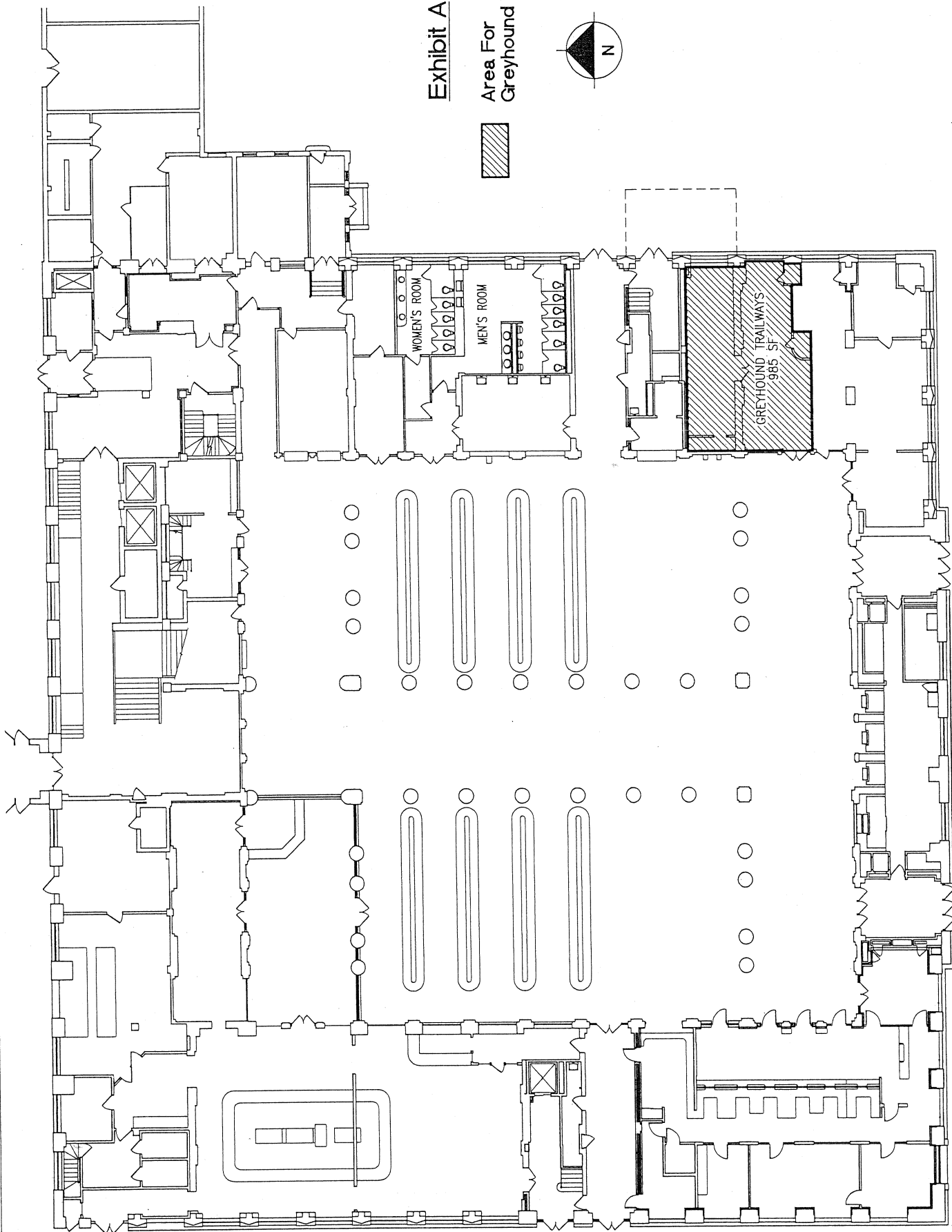
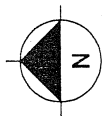
### 33. CAPTIONS

- a. The captions of the various paragraphs of this lease are for convenience and reference purposes only. They are of no other effect.



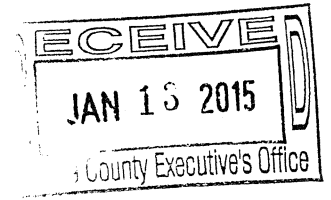
Exhibit A

Area For  
Greyhound Trailways



UNION STATION • UTICA, NEW YORK • FIRST FLOOR PLAN

ONEIDA COUNTY SOIL AND WATER CONSERVATION DISTRICT  
121 SECOND STREET, ROOM E  
ORISKANY, NY 13424  
PHONE: (315) 736-3334  
FAX: (315) 736-3335



January 7, 2015

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

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

Anthony J. Picente, Jr.  
County Executive

15-053  
PUBLIC WORKS  
WAYS & MEANS

Date 1-13-15

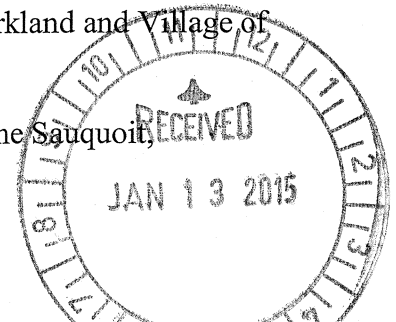
Dear Mr. Picente,

After nearly 2 years of hard work, we are pleased to report that FEMA has designated that the Oneida County Hazard Mitigation Plan is "Approved Pending Adoption". Our recently approved Plan is the result of a effective collaboration between the Oneida County Soil and Water Conservation District (SWCD), the Oneida County Department of Emergency Services and representatives from each of the County's 48 municipalities. We were also very fortunate to be able to tap the expertise of our many knowledgeable and dedicated colleagues in County government. Our Hazard Mitigation Planning Committee benefited from representatives from the County's Departments of Health, Aging, Social Services, Sheriffs, Planning, Public Works and Water and Pollution Control. We invite you to review the full version of the Oneida County Hazard Mitigation Plan from our Dropbox site at the following link: <https://www.dropbox.com/sh/4zbt31tc3bztq8s/T2YFgnfYnY>.

Our final task in obtaining full FEMA approval of the Plan is for all municipalities including, Oneida County, to formally adopt the Oneida County Hazard Mitigation Plan. **To that end, I am requesting that the County Executive forward the Oneida County Hazard Mitigation Plan to the Oneida County Board of Legislators for their adoption at the February 11, 2015 meeting.** I have attached FEMA's resolution template for your use. We have received adoption resolutions from all 48 municipalities in the County. Once FEMA has reviewed and approved the resolutions, Oneida County's Hazard Mitigation Plan update will be complete until the next required update in 2017.

There are many benefits of maintaining a current, FEMA approved Hazard Mitigation Plan. The approved Hazard Mitigation Plan enables continued municipal eligibility for post-disaster federal funding. In addition, projects identified in the Plan receive special consideration from funding sources including the NYS Consolidated Funding Application and New York Rising. We are most proud of the fact that the mitigation projects listed and described within the Hazard Mitigation Plan are those that will make a tangible improvement in disaster preparation and avoidance. Several of the mitigation projects listed within the current version of the Hazard Mitigation Plan have already begun. Most of these are a direct response to the devastating floods from 2013. Examples include

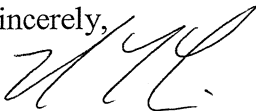
- o Flood mitigation in the St. Mary's Brook Watershed in the Town of Kirkland and Village of Clinton,
- o Grange Hill Road flood mitigation,
- o Bank stabilization in several area streams including the Oriskany and the Sauquoit,
- o Right sizing of stormwater infrastructure throughout the area.





I would like to take this opportunity to thank you and your staff for your continued support of Hazard Mitigation Planning efforts in Oneida County. We are confident that conservation and hazard mitigation are complementary goals and we look forward to implementing important disaster mitigation projects throughout the County. As always, please feel free to contact me with any questions or concerns. I can be reached at 736-3334 extension 135.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Lewis', written over the word 'Sincerely,'.

Kevin L. Lewis,  
Executive Director, Oneida County SWCD

**ONEIDA COUNTY BOARD OF LEGISLATORS**

***RESOLUTION NO.***

***INTRODUCED BY: Messrs. Miller, Porter***

***2ND BY:***

**RE: APPROVAL OF ONEIDA COUNTY HAZARD MITIGATION PLAN**

**WHEREAS,** In compliance with Federal Emergency Management criteria, the Oneida County Emergency Services Office with the assistance of the Oneida County Soil and Water Conservation District has developed a Hazard Mitigation Plan to ensure Oneida County's eligibility for future Hazard Mitigation Grant funds, and

**WHEREAS,** Oneida County has reviewed the Revised Plan and affirms that said Plan will be updated no less than every five years, and

**WHEREAS,** The Oneida County Hazard Mitigation Plan has been prepared in accordance with the Disaster Mitigation Act of 2000 and must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

**RESOLVED,** That the Oneida County Board of Legislators authorizes and approves adoption of the Oneida County Hazard Mitigation Plan in accordance with terms and conditions set forth in said document on file with the Clerk of this Board.

APPROVED:            Public Safety Committee    (     )  
                              Ways & Means Committee    (     )

DATED:                February 11, 2015

Adopted by the following roll call vote:

AYES   NAYS   ABSENT



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

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

**Steven P. Devan, P.E.**  
Commissioner

January 12, 2015

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

Re: Work Order #30, Amendment 2  
Program Administration-FY2015  
Capital Project HG-448 CWSRF No. C6-6070-08-00  
GHD Consulting Services, Inc.

FN 20 15-054  
**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

The NYSDEC consent order has many administrative requirements. Among these is the submission of various reports and plans as well as coordination and reporting requirements for NYSEFC, the funding agency for the project. Along with project coordination and management, these tasks will require significant effort from the consultants.

GHD has submitted for consideration Work Order #30, Amendment 2, which would cover the program administration costs for FY2015. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$98,000. Funding for this work order will be tracked by capital project HG-448.

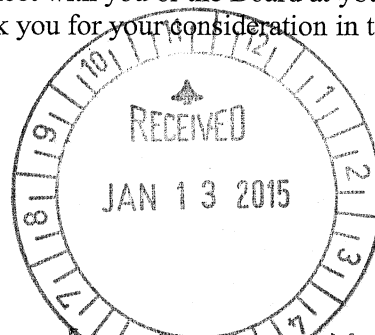
I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the February 11<sup>th</sup> Board meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.  
John J. LaGorga, P.E. – GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #30, Amendment 2  
Contract Summary Sheet



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

Anthony J. Picente, Jr.  
County Executive

Date 1-13-15

Oneida Co. Department: WQ&WPC

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #30, Amendment 2  
GHD Consulting Services, Inc.  
Program Administration-FY2015

**Proposed Dates of Operation:** This work is planned for FY2015

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers the program administration costs resulting from NYSDEC Consent Order #R620060823-67 for FY2015.

**2) Program/Service Objectives and Outcomes:** Produce the reports and paperwork necessary for NYSDEC and NYSEFC.

**3) Program Design and Staffing:** GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$98,000      **Account #:** HG448

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be tracked with capital projects HG448

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Municipalities are funding the debt service for the projects this applies to through the \$1.05 per thousand gallons surcharge being collected.

**Cost Per Client Served:** Varies by municipality.

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** The NYSDEC consent order has many reporting requirements attached to it. Managing the funding through NYSEFC also has considerable time and effort associated with it.



**WORK ORDER 30  
Amendment No. 2**

**PROGRAM ADMINISTRATION – FY-2015  
CWSRF Project No. C6-6070-08-00**

**PROJECT UNDERSTANDING**

The purpose of this Amendment to Work Order 30 is to continue providing Program Administration services through January 31, 2016. Program Administration covers those services related to project management, consent order and regulatory compliance reporting, and funding agency coordination all in support of the SPDES Permit Compliance and sanitary sewer overflow (SSO) Mitigation project. Services will be provided primarily by O'Brien and Gere Engineers, Inc. (O'Brien & Gere) with support from other "project team" members as needed.

**I. SCOPE OF SERVICES**

**A. Task 1: Project Management**

The project team will provide general coordination with and periodic progress updates to the Commissioner.

The project team will also assist Oneida County in documenting appropriate correspondence with the New York State Department of Environmental Conservation (NYSDEC) relevant to the Project, including preparing letters to address issues affecting scopes of service and deliverables.

In addition, project management will include staffing and resource allocation, sub-consultant coordination, project accounting, cost control, and program administration assistance to the Commissioner on an as needed basis. Karl Schrantz PE from O'Brien and Gere will be the Project Manager for this Work Order.

**B. Task 2: Annual Work Plan**

Submission of Annual Work Plans is a requirement of the Consent Order. Annual Work Plans are due January 31<sup>st</sup> of each year. For this Work Order, the project team will prepare the Annual Work Plan due January 31, 2016.

The Annual Work Plan will be prepared per the requirements of Section D in Schedule A of the new Consent Order. This will generally include a description and schedule of planned sewer rehabilitation and facility upgrades for the upcoming calendar year. Additionally, descriptions of upcoming work relative to engineering investigations and evaluations along with management programs will also be included in the Annual Work Plan.

**D. Task 3: Quarterly Reports**

Submission of Quarterly Reports is a requirement of the new Consent Order. Quarterly Reports are required for the quarters ending March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of each year, with reports due 30 days after the end of each quarter. For this Work Order, the project team will prepare the four (4) quarterly reports for 2015.

The Quarterly Reports will be prepared per the requirements of Article XIII of the revised Consent Order (December 12, 2011). This will generally include the summarizing of: the status and progress for engineering investigations and evaluations; management programs; approved schedules; assessment of effectiveness of completed rehabilitation; and completed capital improvements projects and facility upgrades. Additionally, the Quarterly Reports will indicate any changes in key Oneida County personnel and new flows added to the system (with summary of associated I/I offset) within the Sauquoit Creek Pumping Station basin area.

**E. Task 4: NYSEFC Coordination and Reporting**

Under this task, the project team will assist Oneida County in coordinating project aspects with NYSEFC. This will include: annual update to the NYSEFC's Intended Use Plan; preparation of project team monthly MWBE reporting; strategizing with NYSEFC regarding additional/future funding opportunities; and coordination with NYSEFC regarding general program requirements.

**F. Task 5: Regulatory Coordination**

Under this task, the project team will assist Oneida County in coordinating regulatory and SPDES permit items as they relate to overall project compliance, including flow accounting and interdependence with consent order compliance.

**II. SCHEDULE**

The work of this Work Order will continue through the 2015 fiscal year and ending January 31, 2016.

**III. COMPENSATION**

- A.** Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services as outlined in Section II is shown on Table 1.
- B.** Payments for the work will be due monthly on the basis of statements submitted by the GHD Consulting Services Inc. for the work performed during the period.
- C.** Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**IV. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as an amendment to Work Order No. 30 under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

**VI. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

GHD Consulting Services Inc. will comply with the applicable provisions of New York State Executive Law 15-A that pertain to professional service contracts which includes making good faith effort to achieve assigned goals for participation by minority and women-owned business enterprises (hereinafter referred to as MWBE) and equal employment opportunity (EEO) where required by the work of this contract. The percentage goals for MWBE participation and EEO are defined in consulting team's MWBE Utilization Plan previously approved by NYSEFC. Refer also to Attachment B for a summary of specific contract language.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**  
**GHD CONSULTING SERVICES INC.**

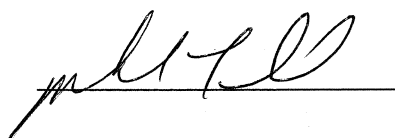
**Client**  
**COUNTY OF ONEIDA**

By: MICHAEL TAMBLIN, PE  
~~Howard B. LaFever, PE~~

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: 

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

Date: 1/12/15

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

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 GHD CONSULTING SERVICES, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$239.00
Senior Associate	\$212.00
Associate	\$185.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$150.00
Project Engineer III	\$140.00
Project Engineer II	\$130.00
Project Engineer I	\$121.00
Engineer/Scientist II	\$107.00
Engineer/Scientist I	\$95.00
Architect	\$115.00
Managing Designer	\$145.00
Senior Designer	\$115.00
Designer	\$104.00
Junior Designer	\$90.00
Senior Drafter	\$82.00
Drafter	\$73.00
Technician	\$69.00
Construction Project Representative	\$93.00
Field Technician	\$59.00
Secretarial/Word Processing	\$74.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Project Consumables charge including long distance telephone, facsimile, IT support and CADD, and cell phone charges at \$4.00/hour applied to all billable hours;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;



**Work Order 33 – Program Administration  
Amendment No. 2 (FY-2015)**

**January 7, 2015**

- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$236.00
Project Manager 1	\$178.00
Architect/Engineer/Scientist 3	\$137.00
Architect/Engineer/Scientist 2	\$115.00
Architect/Engineer/Scientist 1	\$94.00
Engineering Technician 3	\$103.00
Engineering Technician 2	\$84.00
Engineering Technician 1	\$72.00
Intern	\$41.00
Administrative Assistant	\$77.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.



## ATTACHMENT B

### NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (NYSEFC) STATE REVOLVING FUND (SRF)

#### MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE – EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The Contractor and any subcontractor (hereinafter Contractor(s)) will act in accordance with federal and State Minority and Women-owned Business Enterprise – Equal Employment Opportunity (MWBE-EEO) laws and regulations governing this project, including but not limited to Executive Law 15-A, 5 NYCRR Parts 140-145, and 40 CFR Part 33. The Contractor will be required to provide opportunities for minority and women-owned business participation, and maintain such records and take such actions necessary to demonstrate compliance in the performance of the project.

#### **Additional Terms Required to be included in Contracts and Subcontracts**

The Contractor agrees to make documented good faith efforts to utilize **Minority Business Enterprises (MBE) subcontractors for at least 8.8%** of the dollar value of the contract and to utilize **Women Business Enterprises (WBE) subcontractors for at least 8.8%** of the dollar value of the contract. Where the Contractor is a certified MBE or WBE, the dollar value of the Contractor's share of the total contract amount will fully count toward meeting the applicable utilization goal.

The contractor and its subcontractors will undertake or continue existing programs of affirmative action 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, affirmative action will 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.

Prior to the award of a contract regarding the Project, the contractor and any subcontractor will submit an EEO policy statement to the Recipient within the timeframe set by the Recipient.

The contractor's and any subcontractor's EEO policy statement will contain, but not necessarily limited to, the following:

- (i) The contractor and any subcontractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure the minority group members and women are afforded equal employment opportunities without discrimination and will make the document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) The contractor and any subcontractor will state in all solicitations or advertisements for employees that, in the performance of the contract relating to the Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability, or marital status.

- (iii) Each contractor and any subcontractor will 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 or subcontractor's obligations herein.

Any contractor or subcontractor will, as a precondition to entering into a valid and binding contract relating to the Project, agree to the provisions set forth in (i), (ii), and (iii) above, and will include or to make reference to said provisions in all contracts and documents soliciting bids or proposals relating to the Project.

Except for construction contracts, prior to an award of a contract relating to this Project, the contractor and any subcontractor will submit to the Recipient a **staffing plan** of the anticipated work force to be utilized on such contract or, where required, information of the contractor's and any subcontractor's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient.

Within 10 days after award of a contract relating to this Project, the contractor and any subcontractor will submit to the Recipient a work force utilization report (**utilization plan**), in the form and manner required by the Recipient, of the work force actually utilized on the contract relating to this Project broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

All agreements and bid specifications for contracts and subcontracts for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements will include provisions requiring contractors and subcontractors to make a good faith effort to solicit active participation by enterprises identified as certified businesses, and requiring parties to agree to be bound by the provisions of Section 316 of Article 15-A.

#### **Compliance with Federal Requirements**

The Contractor will comply with all federal laws and regulations, including but not limited to those laws and regulations under which Federal funds were authorized and were provided to the SRF recipient. The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under SRF. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532, and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.”



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

January 12, 2015

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

Re: Work Order #34  
Sauquoit Creek Pumping Station  
Easement Surveying Services  
GHD Consulting Services, Inc.

FN 20 15-055

**PUBLIC WORKS  
WAYS & MEANS**

Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

The purpose of this Work Order is to provide surveying and mapping services in support of easement acquisition for the new force main(s) that will be constructed from the Sauquoit Creek Pumping Station (SCPS) in Yorkville to the Oneida County Water Pollution Control Plant in Utica. The services of this Work Order will also include assistance with addressing historical easement issues with the existing force main route.

Finalization of easements will be required in order to access EFC funding for this project. Funding for this Work Order will come from the 2015 department operating budget as EFC does not fund land or easement acquisition. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be approved with an estimated cost of \$60,000.

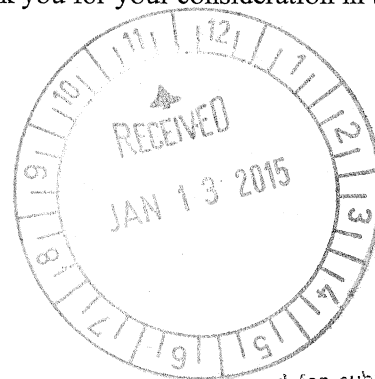
I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the February 11<sup>th</sup> Board meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.  
John J. LaGorga, P.E. – GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #34  
Contract Summary Sheet



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

Date 1-13-15

Oneida Co. Department: WQ&WPC

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #34  
Sauquoit Creek Pumping Station  
Easement Surveying Services  
GHD Consulting Services, Inc.

**Proposed Dates of Operation:** This work is planned for FY2015

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This Work Order provides surveying and mapping services in support of easement acquisition for the new force main(s) that will be constructed from the Sauquoit Creek Pumping Station in Yorkville to the Oneida County Water Pollution Control Plant in Utica. The services of this Work Order will also include assistance with addressing historical easement issues with the existing force main route.

**2) Program/Service Objectives and Outcomes:** The objective of the work order is to provide accurate easements for the Sauquoit Creek Pumping Station force main.

**3) Program Design and Staffing:** GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$60,000      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department 2015 operating budget.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding will come through the sewer rates charged by the district.

**Cost Per Client Served:** \$0.55

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** Accurate and complete easements are necessary to complete the force main project.



## WORK ORDER 34

### SAUQUOIT CREEK PUMP STATION FORCEMAIN EASEMENT SURVEYING SERVICES

#### I. PROJECT UNDERSTANDING

The purpose of this Work Order is to provide surveying and mapping services to Oneida County in support of easement acquisition for the new force main(s) that will be constructed from the Sauquoit Creek Pumping Station (SCPS) in Yorkville to the Water Pollution Control Plant in Utica. The construction project is a required element under the Consent Order (No. R620060823-67) between NYSDEC and Oneida County due to sanitary sewer overflows (SSO) at the SCPS. The services of this Work Order will also include assistance to Oneida County with addressing historical easement issues with the existing force main route.

In support of easement acquisitions for the new force mains that will generally parallel the existing force main (and will also assist in addressing historical easement issues with the existing 30 inch force main) the following tasks are needed:

- Abstract and deed research and review
- Field (property) survey and mapping

D.L. Mowers Land Surveyors and Associates (D.L. Mowers) was retained as a subconsultant to GHD under Work Order 26 (Sauquoit Creek Pumping Station Upgrade and New Forcemain) to perform topographic surveying along the new force main route. As part of their research, D.L. Mowers found that along the existing 30-inch force main route, 10 of the original 27 easement maps and descriptions were filed with the County Clerk's office at the time of original construction. However, the remaining 17 easement maps/descriptions were not filed. The proposed new force mains will require the acquisition of approximately 27 new easements. Combining the new easements with the unfiled original easements, a total of 44 easement maps and descriptions need to be prepared for acquisition and filing.

D.L. Mowers will establish 4 pairs of monumentation with 1 pair at each end of the project along with 2 pairs near the middle of the project in order to re-establish the corners for each easement at a future point in time while avoiding the effort and cost of setting monumentation at each easement.

The easement mapping will be prepared in accordance with the minimum standards set forth in the NYS Association of Professional Land Surveyor's requirements. We assume that a representative from the Oneida County Attorney's Office will be assigned to assist with this effort, including deed research, preparation of easement acquisition agreements, and negotiation of easement acquisitions with land owners.

The services under this Work Order will be coordinated with the Brown and Caldwell, the Engineer for the new force mains (refer to Work Order 26 – Sauquoit Creek Pump Station Upgrade and New Forcemain).



## II. SCOPE OF SERVICES

### A. Task 1: Project Management

Project management will include staffing and resource allocation, cost control, and administrative assistance to the Commissioner on an as needed basis. O'Brien & Gere Engineers, Inc. (O'Brien & Gere) will lead this effort. Brian Whittaker, PE will be the Project Manager from O'Brien & Gere. Surveying services will be provided by D.L. Mowers Land Surveyors and Associates under the supervision of Dennis Mowers, LS.

**Team Leader:** O'Brien & Gere  
**Team Member:** D.L. Mowers

### B. Task 2 Research

This subtask includes the research and review needed to understand the legal status of existing easements and where best to acquire new easements. This will require coordination with Oneida County Law Department and a title specialist.

This subtask includes:

1. Abstract review if available or the last deed of record otherwise
2. Deed research at the Oneida County Clerk's Office
3. Review of railroad mapping, for both CSX and GVT railroads
4. Deed plotting of adjacent parcels
5. Plot existing mapping prepared by others, if any

**Team Leader:** D.L. Mowers

**Task 2 Deliverables:** Reviewable deeds and maps for easements covering existing and proposed force mains, including new or improved access points and vaults.

### C. Task 3 Fieldwork

This subtask includes the field work required to deliver an official and legal survey needed to acquire and legally file the utility easements for this project. In addition to the mapping and documentation, boundaries will be clearly demarcated in the field.

This subtask includes:

1. Field Survey
2. Field Note Compilation
3. Computations
4. Final Mapping

**Team Leader:** D.L. Mowers

**Task 3 Deliverables:** Signed and stamped survey and supporting documentation needed for easement acquisition.

**D. SCHEDULE**

The work of this Work Order will commence upon authorization by Oneida County and continue through completion, estimated to be 12 months.

**E. COMPENSATION**

- a. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services through December 31, 2015 as outlined in Section II is shown on Table 1.
- b. Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services Inc. for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**F. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 34 – Sauquoit Creek Pump Station Forcemain – Easement Surveying Services, under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**  
GHD CONSULTING SERVICES INC.

**Client**  
COUNTY OF ONEIDA

By: MICHAEL TAMBLIN, PE  
~~Howard B. LaFever, PE~~

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: 

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

Date: 1/12/15

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

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$236.00
Project Manager 1	\$178.00
Architect/Engineer/Scientist 3	\$137.00
Architect/Engineer/Scientist 2	\$115.00
Architect/Engineer/Scientist 1	\$94.00
Engineering Technician 3	\$103.00
Engineering Technician 2	\$84.00
Engineering Technician 1	\$72.00
Intern	\$41.00
Administrative Assistant	\$77.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

APPENDIX II  
RATE SCHEDULE

1.0 D.L. MOWERS LAND SURVEYORS AND ASSOCIATES

1.1 Hourly Rates

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Professional Land Surveyor (LS)	\$99.00
Senior Surveyor/Designer	\$77.00
Surveyor/Technician (ET-4)	\$72.00
Surveyor/Technician (ET-3)	\$62.00
Surveyor/Technician (ET-2)	\$52.00
Surveyor/Technician (ET-1)	\$42.00
Secretarial/Office Support	\$30.00

Survey Crew:

(non-Prevailing Wage)

- 2 Person Crew \$151.00\*
- 3 Person Crew \$204.00\*

(Prevailing Wage – Oneida/Herkimer County)

- 2 Person Crew (2014) \$218.50

\*Survey Crew rates are dependent upon employee classification and are based on the Client's requirements for a specific task or project

1.2 Non-salary expenses and outside services attributable to the Project

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Authorized mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.
- 1.2.9 Leica GPS dual frequency unit @ \$175.00/day per unit.
- 1.2.10 Boat and motor @ \$40.00/day.

Fee Estimate  
Work Order 34

TABLE 1

Description	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Total Hrs	Billing Rate 2015	Total Cost	Subtotals
	Project Management	Research	Fieldwork												
<b>O'Brien &amp; Gere Engineers, Inc.</b>															
Senior Officer												0	\$235.00	\$0.00	
Project Manager 1												0	\$175.00	\$0.00	
Engineer 3	16											16	\$137.00	\$2,192.00	
Engineer/Scientist 2												0	\$115.00	\$0.00	
Engineer/Scientist 1												0	\$84.00	\$0.00	
Engineering Technician 3												0	\$103.00	\$0.00	
Engineering Technician 2												0	\$84.00	\$0.00	
Intern												0	\$40.00	\$0.00	
Administrative Assistant												0	\$77.00	\$0.00	
														\$2,192.00	
<b>D.L. Mowers Land Surveyors and Associates</b>															
Professional Land Surveyor		80	240									320	\$99.00	\$31,680.00	
Senior Surveyor/Designer		80	240									320	\$77.00	\$24,640.00	
Surveyor/Technician (ET-4)												0	\$72.00	\$0.00	
Surveyor/Technician (ET-3)												0	\$62.00	\$0.00	
Surveyor/Technician (ET-2)												0	\$52.00	\$0.00	
Surveyor/Technician (ET-1)												0	\$42.00	\$0.00	
Secretarial/Office Support												0	\$30.00	\$0.00	
														\$56,320.00	
<b>Subtotal Labor</b>	\$2,192.00	\$14,080.00	\$42,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	656			
<b>Direct Expenses</b>															
Travel	\$0.00	\$226.00	\$678.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$904.00	
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Office Expenses	\$0.00	\$200.00	\$384.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$584.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
														\$0.00	
<b>Subtotal Disbursements</b>	\$0.00	\$426.00	\$1,062.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,488.00	
<b>PROJECT TOTAL</b>	\$2,192.00	\$14,506.00	\$43,302.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$60,000.00	
															<b>ESTIMATED COMPENSATION</b>
															<b>\$60,000.00</b>



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr. County Executive

Steven P. Devan, P.E. Commissioner

January 12, 2015

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

FN 20 15-056

PUBLIC WORKS

WAYS & MEANS

Re: Work Order #27, Amendment 2 CMOM Program Implementation-Phase 3 GHD Consulting Services, Inc.

Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

GHD has submitted for consideration Work Order #27, Amendment 2 which would cover Phase 3 of the implementation of a district-wide Capacity Management, Operations and Maintenance Program (CMOM). Implementing this program in the Sauquoit Creek Pumping Station service area is a requirement of the current NYSDEC consent order. Furthermore, the program is being implemented district-wide due to concerns over capacity at the Oneida County Water Pollution Control Plant.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$153,000. Funding for this work order will come from the department 2015 operating budget as the program will now be implemented district-wide.

I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the February 11th Board meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

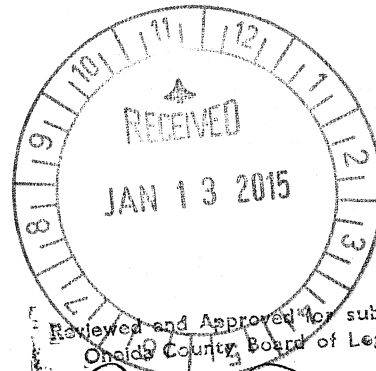
Sincerely, THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

[Handwritten signature]

Steven P. Devan, P.E. Commissioner

Cc: Karl E. Schrantz, P.E. - O'Brien & Gere Engineering, Inc. John J. LaGorga, P.E. - GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #27, Amendment 2 Contract Summary Sheet



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

[Handwritten signature] Anthony J. Picente, County Executive

Date 1-13-15

# ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



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

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

December 17, 2014

FN 20 15-043

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached are three (3) copies of an Amendment between Oneida County through its Health Department and Professional Media Services, Inc.

This amends the professional marketing services Original Agreement in the amount of \$45,000 for the term of May 1, 2013 to December 31, 2015 with Professional Media Services, Inc. The amended term will be extended to June 30, 2017. The fee section, subparagraph (a), the last sentence of the Original Agreement shall be amended not to exceed \$82,000 within the amended term with payment based on rates for services outlined in Appendix A of the Original Agreement. (This is an increase of \$37,000.)

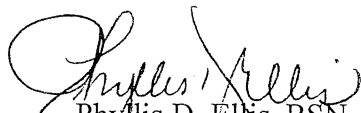
The purpose of the amendment is to accommodate an increased marketing budget in the contract's primary funding source (NYSDOH Public Health Emergency Response & Preparedness Grant) and to extend the contract term to coincide with the term of that grant.

This is a program mandated by Public Health Law.

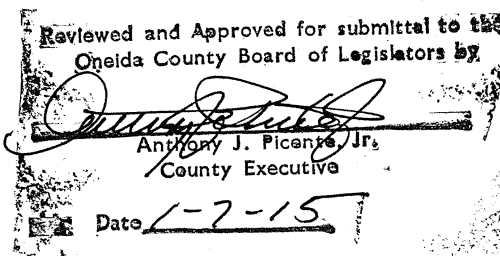
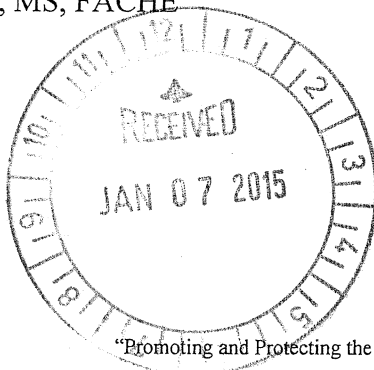
If this Amendment meets with your approval, please forward to the Board of Legislators.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

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

attachments  
ry



## AMENDMENT

This Amendment made by the 1<sup>st</sup> of July, 2014, by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, N.Y., 13501, hereinafter referred to as the "County", through its Health Department, located at 185 Genesee Street, Utica, New York, 13501, hereinafter referred to as "Agency", and **Professional Media Services, Inc.**, 185 Genesee St., Suite 1600, Utica, New York, 13503, hereinafter referred to as the "Consultant".

### WITNESSETH

WHEREAS, the County and the Consultant have entered into an agreement for the Consultant to perform marketing consultation and advertising services (the "Original Agreement"), Contract # 014025 with a term of May 1, 2013 to December 31, 2015 and total compensation not to exceed \$45,000, and

WHEREAS, the parties are desirous of entering into an Amendment to the Original Agreement.

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

1. The **TERM** section, subparagraph (a) of the Original Agreement shall be amended as follows:
  - a. This Agreement shall be effective May 1, 2013 and remain in effect through June 30, 2017, unless earlier terminated as provided hereafter.
2. The **FEE** section, subparagraph (a), last sentence thereof of the Original Agreement, shall be amended to include the following language:
  - a. The Agency shall pay the Consultant for duly provided, documented services, an amount not to exceed **\$82,000.00** within the term of the agreement.
3. All other terms of the Original Agreement remain in effect without change or alteration.

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

COUNTY OF ONEIDA

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

\_\_\_\_\_  
Kenneth F. Roser, Jr. President  
Professional Media Services, Inc.

APPROVED AS TO FORM ONLY

BY: \_\_\_\_\_  
Nichole M. Hinman, Esq.  
Assistant County Attorney



**Oneida County Department:** Public Health

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

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

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

Other: Amendment

**NAME AND ADDRESS OF VENDOR:** Kenneth F. Roser, Jr. President  
Professional Media Services, Inc.  
185 Genesee Street, Suite 1600  
Utica, New York 13503

**SUMMARY STATEMENT:** This amends the professional marketing services Original Agreement in the amount of \$45,000 for the term of May 1, 2013 to December 31, 2015 with Professional Media Services, Inc. The amended term will be extended to June 30, 2017. The fee section, subparagraph (a), the last sentence of the Original Agreement shall be amended not to exceed \$82,000 within the amended term with payment based on rates for services outlined in Appendix A of the original agreement. The purpose of the amendment is to accommodate an increased marketing budget in the contract's primary funding source (NYSDOH Public Health Emergency Response & Preparedness Grant) and to extend the contract term to coincide with the term of that grant.

**DATES OF OPERATION:** May 1, 2013 through June 30, 2017

**TOTAL FUNDING REQUESTED:** Not to exceed \$82,000. Payment will be based on the rates for advertising services and marketing tools outlined in Appendix A of the Original Agreement.

\_\_\_\_NEW    \_\_\_\_RENEWAL      X  AMENDMENT    \_\_\_\_APPLICATION

**FUNDING SOURCE:** State funding through the Public Health Emergency Preparedness Program.

**Expense Account:** A4092

**Revenue Account:** A3481



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

January 6, 2015

FN 20 15-044

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Honorable Members:

Oneida County has been requested to participate in Syracuse University College of Law's Veterans Legal Clinic which will be located in downtown Utica at the CNY Veterans Outreach Center. The center will service the local veterans with free legal advice which is not currently available to our veterans in our area.

The goal at the College of Law is provide comprehensive legal services to our veterans by establishing a full time veteran's legal clinic. Central to Syracuse University College of Law mission is providing services to the veterans of Oneida County. To accomplish this goal, the Veterans Legal Clinic plans to staff an office with an experienced attorney and dedicated law students, backed by the resources of the Syracuse University College of Law.

I think this is a tremendous opportunity for Oneida County to participate in such a worthy cause and will fill a void our veteran population has been subject to for far too long.

I therefore request your Board approval for the following 2015 Budget Transfer:

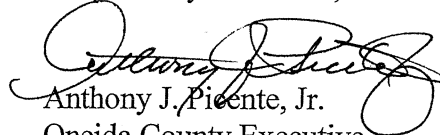
**TO:**

AA# A6510.195 Veterans Service Agency – Other Expenses ..... \$40,000.

**FROM:**

AA# A1998.1992 Budget Special Items - Contingent..... \$40,000.

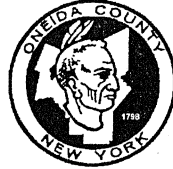
Respectfully submitted,

  
Anthony J. Picente, Jr.  
Oneida County Executive

CC: County Attorney,  
Comptroller  
Budget  
Director of Veterans Affairs

Anthony J. Picente Jr.  
County Executive

Lucille A. Soldato  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501

Phone (315) 798-5733 Fax (315) 798-5218

December 26, 2014

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

FN 20 15-045  
HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

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

The Purchase of Services Agreement with the Oneida County Sheriff's Office ensures The Child Advocacy Center has an Administrator competent and trained in the area of Child Sexual Abuse investigation.

The Child Advocacy Center has proven itself to be a model program and has been effective in the team-approach of investigation and conviction of perpetrators. The Administrator's position has coordinated the efforts of the Child Advocacy Center to reach a higher level of effectiveness.

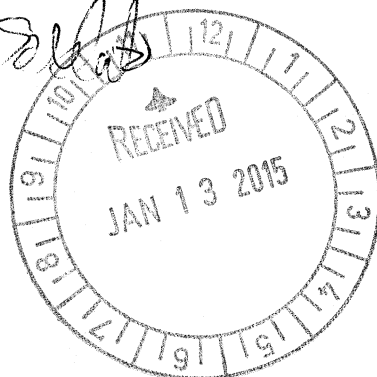
This Agreement is scheduled to become effective January 1, 2015 through December 31, 2015. The total budget for the Child Advocacy Administrator's salary and fringe benefits is \$ 97,003.00 the Department of Social Services contributes 80% of the cost totaling \$ 77,602.40 with a Department of Social Services local share of \$ 5,053.92. The Sheriff's Office contributes the other 20% of the total cost, which is \$19,400.60.

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

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment



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

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

Date 1-13-15

12/26/14  
# 21102

Oneida Co. Department Social Services

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

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: Oneida County Sheriff's Office  
Law Enforcement Building  
6065 Judd Road  
Oriskany, New York 13424

Title of Activity or Services: Child Advocacy Center - ( Child Advocacy Administrator )

Proposed Dates of Operations: January 1, 2015 through December 31, 2015

Client Population/Number to be Served:

**SUMMARY STATEMENTS**

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

Multidisciplinary team that will increase the number of convictions in Child Sexual Abuse cases with participation from all law enforcement agencies throughout Oneida County. The contract allows for (1) Child Advocacy Administrator from Oneida County's Sheriff Office to be dedicated to the Child Advocacy Center.

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

Provides for participation of a Chief Administrator at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- (1). Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services and Medical Providers, counseling and advocacy.
- (2). Provides a coordinated approach to reported Child Sexual Abuse case that are indicated, prosecuted, and convicted.
- (3). Decrease the number of interviews with the child and reduce the level of trauma to the child and secondary victims.

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

1 Child Advocacy Administrator to work with a multidisciplinary team consisting of:

- 1 Full-Time Rome Law Enforcement Coordinator
- 1 Full-Time Utica Law Enforcement Coordinator
- 2 Part-Time Oneida County Sheriff's Law Enforcement Coordinator

The Child Advocacy Administrator's job is functioning as Administrative Head of the Child Advocacy Center. The position has lead to more effective utilization of all the resources of the Child Advocacy Center.

**Total Funding Requested:**

Total	\$ 97,003.00
Oneida County Sheriff's Office (20%)	\$ 19,400.60
Department of Social Services (80%)	\$ 77,602.40

**Oneida County Dept. Funding Recommendation:** Account # A6011.49537

**Mandated or Non-mandated:** Mandated to have a multidisciplinary team

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

Federal& State percentage of DSS portion	\$ 39,899.48
State CAC Grant	\$ 32,649.00
Local	\$ 5,053.92
Oneida County Sheriff's Office percentage of Total	\$ 19,400.60

**Cost Per Client Served:**

**Past performance Served:** The Department has previously contracted with the District Attorney's Office to provide this service but has transferred to the Oneida County Sheriff's Office effective August 10, 2012. The cost to the Department for this Service in 2014 was \$ 60,644.00.

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

# 21102

## AGREEMENT

THIS AGREEMENT, made and entered in to, by and between Oneida County through its Oneida Department of Social Services, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Oneida County through its Oneida County Sheriff's Office, Law Enforcement Building 6065 Judd Road, Oriskany, New York 13424 (hereinafter called Contractor).

Whereas, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

WHEREAS, the Department is in need of a Child Advocacy Administrator at the Child Advocacy Center.

Now, therefore, the Contractor agrees to provide the services of a Child Advocacy Administrator on a full-time basis to be assigned solely to the Department for participation in the Child Advocacy Center. The Child Advocacy Administrator will be the administrative head of all Law Enforcement Coordinators assigned to the Child Advocacy Center.

The Contractor agrees to have the Child Advocacy Administrator stationed on site at the Child Advocacy Center.

The Contractor agrees that the Child Advocacy Administrator will perform the following task as part of the Child Advocacy Center:

1. Administrative Head of all Law Enforcement Coordinators at the Child Advocacy Center
2. Administers the daily operation of the Child Advocacy Center
3. Supervises and evaluates employees assigned to the Child Advocacy Center
4. Coordinates with participating agency supervisors
5. Presides at meetings
6. Coordinates the preparation of the annual budgets and submits reports to the involved agencies and courts
7. Supervises and coordinates the maintenance of all records
8. Coordinates the development of efficient work schedules, training and recommends discipline
9. Develops policies and procedures of the Child Advocacy Center with the approval of the Commissioner
10. Inspects the staff and operation of the Child Advocacy Center to ensure compliance to prescribed regulations and procedures.

The Parties hereto agree that the Department has established the Child Advocacy Center to deal with the problem of child sexual abuse. The Contractor agrees that the Child Advocacy Administrator will work to meet the following goals:

1. Establish a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,
2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,
3. Decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Establish a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

The Contractor and the Department agrees that all information exchanged is considered confidential and will be used only for the purpose outlined in the Contract.

The Department agrees to pay the Contractor on a monthly basis upon presentation of an Oneida County Voucher, listing the contract number, contract name, and any attached data including the Administrator's name, salary paid, and fringe benefits.

The actual total cost of the contract shall not exceed \$77,603.00, per the attached budget. The Oneida County Sheriff's Office is responsible for 20% of the actual cost of the contract in the amount of \$ 15,520.60. The Department shall reimburse the Contractor the remaining 80% of the total cost of the contract, but not to exceed \$ 62,082.40.

The Contractor agrees that all records must be available for a period of 6 years and must be made available for audit by the New York State Department of Social Services, New York State Audit and Control and the Department of Health and Human Services upon request.

The term of this agreement shall be from January 1, 2015 through December 31, 2015. The option to renew this Agreement under all current terms and conditions for one additional year not to exceed December 31, 2016 is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

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

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement

shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

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

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

.....  
Approved as to Form: \_\_\_\_\_  
Oneida County Attorney

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

Oneida County Department of Social Services: \_\_\_\_\_  
Lucille A. Soldato, Commissioner

.....  
Date: 12/15/14

Name of Contractor: Oneida County through it's Sheriff's Office

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


Authorized Signature Printed: SHERIFF Robert M. Maciot



Child Advocacy Administrator Budget  
January 1, 2015 through December 31, 2015

Salary	\$ 73,865.00
Retire, Social Security W.C., UE	\$ 22,388.00
Health Insurance - (Pro Rated)	\$ <u>750.00</u>
Total	\$ 97,003.00
20% Sheriff's Office Share	<u>(\$19,400.60)</u>
80% DSS maximum cost	\$ 77,602.40

APPENDIX A

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

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

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

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

\*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

\*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

\*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

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

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

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

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

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

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

## APPENDIX B

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

#### Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

#### Notices

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

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

#### GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.



- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
  - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
  - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
  - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
  - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
  - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.

- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective

program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

## REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

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

## CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has

the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

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

## PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

## TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial

notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

#### CONTRACTOR COMPLIANCE

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



The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or it the Contractor has violated or is in non-compliance with any term of any other AGEEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

#### FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

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

#### ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or

corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance

Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

#### RENEWAL NOTICE TO CONTRACTORS

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

#### COMPLIANCE WITH LAW

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

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

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

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

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

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

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

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

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

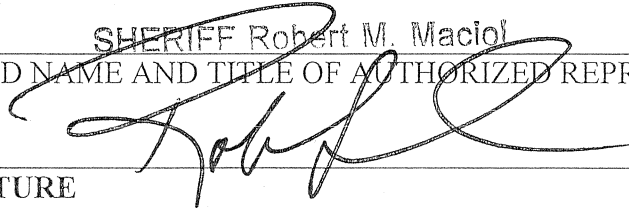
*Oneida County Sheriff's Office*

NAME OF CONTRACTED AGENCY

*SHERIFF Robert M. Maciol*

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



DATE

*12/15/14*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Created 4-24-12

**ADDENDUM**

THIS ADDENDUM, entered into on this 1st day of January, 2015, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

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

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
  
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
  1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and



2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
  - 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

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

Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

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

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

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

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within

the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

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

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

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

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

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

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

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

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



of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

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

Oneida County Executive

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney

**Contractor**

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

Name:

SHERIFF Robert M. Maciol

Anthony J. Picente Jr.  
County Executive

Lucille A. Soldato  
Commissioner



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

February 5, 2014

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

FN 20 15-046  
HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

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

The Purchase of Service Agreement between the Oneida County Department of Social Services and the Oneida County Sheriff's Office is for Security and Transportation. This Agreement provides security services for various Department of Social Services locations. In addition, it provides for transportation who have been adjudicated as a person in need of supervision (PINS) or juvenile delinquent (JD) in the Department's custody to Secure and Non-Secure Detention Facilities. These services are vital to the safe operation of the Social Services Department.

This Purchase of Services Agreement has a total cost not to exceed \$ 704,823.70 for the term January 1, 2015 through December 31, 2015. The local cost for this service is 40.22 % or \$283,480.09.


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

Sincerely,

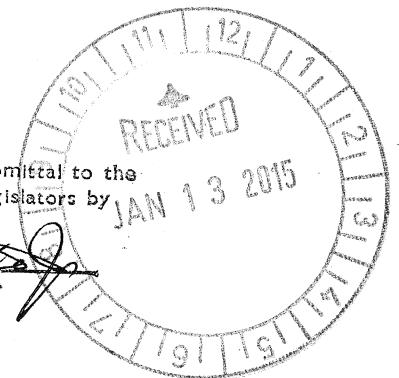
  
Lucille A. Soldato  
Commissioner

LAS/tms  
Attachment

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

  
Anthony J. Picente, Jr.  
County Executive

Date 1-13-15



12/26/14  
# 18101

Oneida Co. Department Social Services

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

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

**Name of Proposing Organization:** Oneida County Sheriff's Office  
6065 Judd Road  
Oriskany, New York 13424

**Title of Activity or Services:** Security/Transportation

**Proposed Dates of Operations:** January 1, 2015 - December 31, 2015

**Client Population/Number to be Served:** Juveniles in custody of the Department through Family Court.

**SUMMARY STATEMENTS**

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

**SERVICES:** The Contractor will supply security for the Department throughout Departmental Office locations.

The Contractor will provide transportation of Family Court ordered juveniles in the custody of the Department to court specified secure or non-secure detention facilities.

The Contractor shall also provide transportation of juveniles in the custody of the Department to and from secure and non-secure detention facilities. The Department shall be responsible for the transportation of those juveniles in the custody of the Department that are in need of transportation for appointments made by the Department (inclusive of non-emergency medical appointments, probation interviews, pre-placement screening, and foster care placement).

The Contractor will provide the services of the K-9 teams as needed.

**2). Program/Service Objectives and Outcomes** - Provides security at Department of Social Services sites of operation and transportation of juveniles in the custody of the Department or by Family Court to Secure/Non-Secure Detention.

**3). Program Design and Staffing Level -** 1 Supervisor  
4 Deputies  
2 Part-time Deputies

**Total Funding Requested:** \$ 704,823.70

**Oneida County Dept. Funding Recommendation:** Account # A6010.49535

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

<b>Federal</b>	48.44 % =	\$ 341,416.60
<b>State</b>	11.34 % =	\$ 79,927.01
<b>County</b>	40.22 % =	\$ 283,480.09

**Cost Per Client Served:**

**Past performance Served:** The Department has contracted with this provider since 1989. The Cost of the 2014 Contract was \$ 720,701.00.

**O.C. Department Staff Comments:** The Department is satisfied with this Contractors performance.

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT, made and entered in to, by and between Oneida County through its Oneida County Department of Social Services, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Oneida County through its Oneida County Sheriff's Office, Law Enforcement Building 6065 Judd Road, Oriskany, New York 13424 (hereinafter called Contractor).

WITNESSETH

WHEREAS, the Department has had the need for security within the building located at 800 Park Avenue, Utica, New York for staff and clients as well as security for transportation of funds to and from the Department and banks,

WHEREAS, the Department has need for transportation of juveniles from Family Court or the Department to and from both secure and non - secure detention facilities, and that those juveniles transported are in the custody of the Department,

WHEREAS, the Contractor has the ability to provide the security and transportation as necessary,

NOW, THEREFORE, the Contractor agrees to provide (1) Sergeant and four (4) Full time Deputy Sheriffs who would be located at the Department's offices at 800 Park Avenue, Utica, New York. The regular hours for such security required is 7:00 am through 5:00 pm on any and all days the Oneida County Office Building is open for business and two (2) part-time officers that will be located at the Department's Child Advocacy Center located at 930 York Street, Utica, New York during hours assigned by the Child Advocacy Administrator.

The Contractor will supply security for the Department throughout Departmental office locations including 800 Park Ave, and at the annex Department of Social Services locations as staffing permits.

The Contractor will provide transportation of Court ordered juveniles in the custody of the Department, to court specified secure or non-secure detention facilities. The Contractor shall also provide transportation of juveniles in the custody of the Department to and from secure and non-secure detention facilities.

The Contractor may be requested to transport juveniles to facilities other than for detention purposes. These juvenile clients would be considered dangerous to themselves and/or the

caseworkers. These clients must have a history of emotional violence or openly manifest assaultive behavior. These instances must be documented to the Contractor. A Department liaison and a representative of the Contractor shall jointly determine the necessity of the client transportation.

The Contractor will provide the services of the K - 9 teams as needed.

All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Sections 357.5 and 423.7, as well any applicable Federal laws and regulations promulgated thereunder and shall not be disclosed except as authorized by law.

The Contractor agrees to maintain financial books, records, and necessary supporting documents as required by the Department. The Contractor will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of services provided under this Agreement.

Such financial records shall be subject, at all reasonable times, to inspection, review or audit by authorized County, State, and/or Federal personnel. All records must be available for a period of six (6) years.

The Department shall pay \$ 704,823.70 per year, per the attached budget for such services as provided by the Contractor for a period commencing January 1, 2015 and terminating December 31, 2015. The option to renew this Agreement under all current terms and conditions for one additional year not to exceed December 31, 2016 is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

The Department agrees to pay monthly, upon submission of an Oneida County voucher, with an itemized expenditure breakdown documentation attached to the Oneida County voucher.

The Department may terminate the Contract upon (30) day written notice of intent to terminate to the Contractor.

The Commissioner of Social Services reserves the right to specify assignment locations of the Contractor's employees, upon justification to the Contractor. The Commissioner further reserves the right to evaluate the job performance of the Contractor's employees. The reassignment or retention of any specific employee of the Contractor shall be agreed upon between both the Commissioner and the Contractor or their designees. The Contractor reserves the right to retain exclusive control over his employees, as long as the requirements of the Contract are met.

The Department and the Contractor agree to meet every six (6) months, or as needed, to discuss issues of the Contract.

This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department. A stipulation, between the parties, as to wage and fringe benefits during the term of this Contract is also hereby agreed upon. The Department assumes responsibility for these increases per the negotiated labor contract, and agrees to amend the Agreement as needed to cover these negotiated increases.

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

\*\*\*\*\*

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

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_  
Oneida County Attorney

\*\*\*\*\*

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

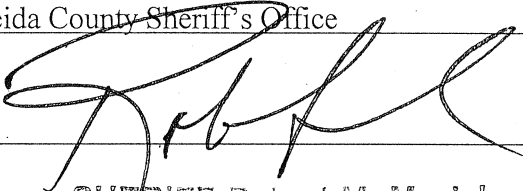
Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 12/15/14

Agency: \_\_\_\_\_ Oneida County Sheriff's Office

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



Print Authorized Name: \_\_\_\_\_ SHERIFF Robert M. Maciol

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

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Oneida County Sheriff's Department  
Department of Social Services Security & Transports  
January 1, 2015 – December 31, 2015

Salaries:

(1) SERGEANT, (4) DEPUTIES	\$ 322,034	
Overtime	80,000	
Subtotal:		\$ 402,034.00

Fringes:

(Soc. Sec, W.C., Retire, UI)	110,651	
Health Insurance	101,837	
Subtotal:		\$ 212,488.00

Part-time Officers:

Law Enforcement Coordinator (Luker)		
30% of total Cost	\$ 35,797.50	
Law Enforcement Coordinator (Bolton)		
30% of total Cost	\$ 33,574.20	
Total Part-time Officers		\$ 69,371.70

Equipment:

Patrol Car	\$ 0.00	
Subtotal:		\$ 0.00

Other:

Misc Supplies	500	
Other Equipment (if approved by DSS Commissioner)	3,050	
Transports	5,000	
Training	1,000	
Uniforms	6,000	
Cell Charges	300	
Insurance & Bonding	5,080	
Subtotal:		20,930.00

GRAND TOTAL: \$704,823.70



APPENDIX A

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

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

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

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

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

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

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

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

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

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

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

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

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

**APPENDIX B**

**STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS**

**Personnel**

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

**Notices**

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

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

#### GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.



- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
  - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
  - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
  - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
  - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:

- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of

religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

## REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

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

## CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the

Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

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

## PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

#### PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

#### TERMINATION

*Oneida County Sheriff's Office  
Security & Transportation*

# 18101  
1/1/15-12/31/15

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the

Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

#### CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any

other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

#### FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:



- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

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

#### ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of

the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

## RENEWAL NOTICE TO CONTRACTORS

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

## COMPLIANCE WITH LAW

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

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

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

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

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

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

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

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

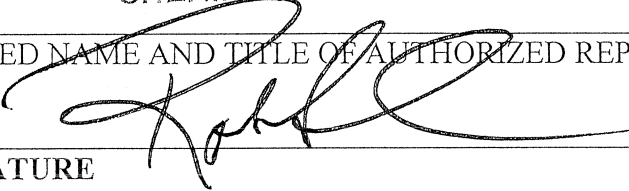
*Oneida County Sheriff's Office*

NAME OF CONTRACTED AGENCY

SHERIFF Robert M. Maciol

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



DATE

*12/15/14*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Created 4-24-12

*Oneida County Sheriff's Office  
Security & Transportation*

# 18101  
1/1/15-12/31/15

**ADDENDUM**

THIS ADDENDUM, entered into on this 1st day of January, 2015, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

*Oneida County Sheriff's Office  
Security & Transportation*

*# 18101  
1/1/15-12/31/15*

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

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



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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

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

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

#### **8. Wage and Hours Provisions.**

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

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

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

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

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

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

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

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

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

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

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

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

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

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

Oneida County Executive

**Contractor**

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

Name:  
SHERIFF Robert M. Maciol

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney



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

**Lucille A. Soldato**  
Commissioner



County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

December 26, 2014

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

FN 20 15-047

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

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

The Purchase of Services Agreement with the Oneida County Sheriff's Office provides two part-time Law Enforcement Coordinators specially trained in Child Advocacy Center's protocols and procedures regarding child abuse cases. The Law Enforcement Coordinators will be assigned to the Center and act as the liaison between the Child Advocacy Center and their respective agency.

The Child Advocacy Center has been in effect since 1990. The Center is comprised of a multidisciplinary team that includes Law Enforcement, Child Protective Services, medical providers, advocacy and counseling.

This Agreement is scheduled to become effective January 1, 2015 through December 31, 2015. The total cost is \$ 161,867.30, of which the Sheriff's Office contributes \$ 46,247.80 and the Department of Social Services contributes \$ 115,619.50 funded through a grant with no local cost to the department.

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

Sincerely,

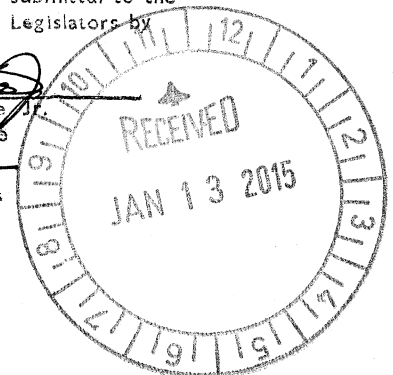
Lucille A. Soldato  
Commissioner

LAS/tms  
Attachment

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

Anthony J. Picente Jr.  
County Executive

Date 1-13-15



12/26/14  
# 21101

Oneida Co. Department Social Services

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

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

**Name of Proposing Organization:** Oneida County Sheriff's Office  
6065 Judd Road  
Oriskany, New York 13424

**Title of Activity or Services:** Child Advocacy Center

**Proposed Dates of Operations:** January 1, 2015 through December 31, 2015

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

**SUMMARY STATEMENTS**

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

Multidisciplinary team which provides on-site law-enforcement, Caseworkers, victim advocacy, scheduled medical examinations, and counseling to victims of Child Sexual Abuse cases. The contract allows for (2) Part time Police Officers from the Sheriff's Office to act as a Law Enforcement Coordinators dedicated to the Child Advocacy Center.

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

Contractor provides a Law Enforcement Coordinator at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services, Medical Providers and counseling and advocacy.
- Provides a coordinated approach of reported Child Sexual Abuse cases that are indicated, prosecuted, and convicted.
- Decrease the number of interviews with the child and reduce the level of trauma to the child and secondary victims.

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

2 Part-time Law Enforcement Coordinator provided by the Oneida County Deputy Sheriff 's Office

Which will work with a multidisciplinary team consisting of an additional:

- 1 Full-Time Law Enforcement Coordinator provided by the Rome Police Officer
- 1 Full-Time Law Enforcement Coordinator provided by the Utica Police Officer
- 1 Child Advocacy Administrator provided by the Sheriff's Office

**Total DSS Funding Requested:**

Total Cost	=	\$ 161,867.30
<b>Department of Social Services</b>		<b>\$ 115,619.50</b>
Sheriff's Office		\$ 46,247.80

**Oneida County Dept. Funding Recommendation:** Account #: A6011.49537

**Mandated or Non-mandated:** Mandated to have a multidisciplinary team

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

Federal	\$	0.00
State	\$	115,619.50
Department of Social Service	\$	0.00
Sheriff's Office	\$	46,247.80

**Cost Per Client Served:**

**Past performance Served:** The Department has had a contract with the Oneida County Sheriff's Office as part of the Child Advocacy Center since 1990. The 2014 total Contract amount was \$147,053.19 with Department support in the amount of \$ 101,959.24. The Sheriff's Office has taken on 20% of the total cost of this contract since 2008.

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

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between Oneida County through its Oneida County Department of Social Services, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Oneida County through its Oneida County Sheriff's Office, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at Law Enforcement Building 6065 Judd Road, Oriskany, New York 13424 (hereinafter referred to as Contractor).

WHEREAS, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

WHEREAS, the Department is in need of two (2) Part-time Law Enforcement Coordinators, to be the liaison between Oneida County Child Advocacy (CAC) and the Oneida County Sheriff's Office.

WHEREAS. The Contractor desires to participate in the Child Advocacy Center by and through its Oneida County Sheriff's Office, now, therefore,

IT IS AGREES BY THE PARTIES HERETO AS FOLLOWS:

The Law Enforcement Coordinators (LEC) shall facilitate and assist the Oneida County Child Advocacy Center in its criminal investigation of Multidisciplinary Team (MDT) child abuse cases. The Law Enforcement Coordinators shall be the liaison between Oneida County Child Advocacy Center, the Oneida County Sheriff's Office, the Department of Social Services and the District Attorney's Office in matters relating to the investigation and prosecution of MDT cases. The LEC shall participate in case review, assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT cases into the program case tracking system.

The Contractor shall provide (2) two part-time police officers to act as Law Enforcement Coordinator, assigned solely to Department for participation in the Child Advocacy Center.

The Law Enforcement Coordinator is responsible for the following job duties:

- (1) Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
  - Be the contact person for law enforcement agencies with questions about proper procedure of MDT cases
  - Assist as necessary and appropriate in the investigation of an MDT case
  - Provide information on the CAC model in an effort to ensure collaborative

investigation among partner agencies and to encourage non-participating agencies to become part of the MDT

- (2) Act as a liaison between the Oneida County Children Advocacy Center, the District Attorney's Office, the Department of Social Services, and various law enforcement agencies in matters relating to MDT cases
  - Develop and maintain professional, working relationships with all county agencies
  - Confer with police agencies about the status of a criminal investigation of an MDT case
  - Confer with the District Attorney's Office about status of a prosecution of an MDT case
  - Work with partner agencies to resolve issues involving the criminal aspect of an MDT case
- (3) Attend case review
- (4) Enter criminal investigation and prosecution data and updates into the computer system
- (5) Keep current on issues relevant to job and take part in training opportunities when able
- (6) Work collaboratively with other Child Advocacy Center staff and MDT members
- (7) Compile and keep current list of local police agencies, team members and contact information
- (8) Perform all duties with sensitivity to the confidential nature of an MDT case.
- (9) Contractor agrees that said police officer shall perform duties as Law Enforcement Coordinator as part of the Child Advocacy Center:
  - a. Investigate allegations of the sexual abuse of children;
  - b. Interview victims using appropriate techniques agreed upon by the Child Advocacy Center and which comply with rules and regulations of Oneida County Sheriff's Police Manual;
  - c. Interrogate suspects and interview possible witnesses at the discretion of and under the direction of the District Attorney;
  - d. Gather and process evidence on cases assigned to police officer;
  - e. Work in tandem with the Child Protective Services Caseworker at the Child Advocacy Center;
  - f. Attend meetings of the Child Advocacy Center and assist in developing the methods and means for operation at the Child Advocacy Center;
  - g. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement.

The Parties hereto agree to work together to meet the following goals at the Child Advocacy Center:

1. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,
2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,
3. Decrease the number of necessary interviews with the child victim,

4. Decrease the level of trauma to the child victims and secondary victims,
5. Maintain a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

Contractor and Department agree that all information exchanged is confidential and shall be used only for the purpose of this Agreement

The Department shall reimburse Contractor 50% of the actual total cost of two Law Enforcement Coordinators under this agreement. The total cost shall not exceed a total cost of \$ 115,619.50, per the attached budget. Any time spent by an investigator that is not related to the mission of the Child Advocacy Center, without the prior approval of the Child Advocacy Administrator, will not be reimbursed by the Department. Any expenses or financial obligations made by the Law Enforcement Coordinator without the prior approval of the Child Advocacy Administrator will become the responsibility of the Contractor.

Department shall make monthly payments to Contractor of the contract amounts upon the submission of an Oneida County voucher, containing the contract number, contract name, and any attached data. The police officer's salary ,fringe benefits, and certified copies of the assigned investigator's official time sheets will be attached to the voucher. Rate of pay and fringe benefits shall comply with the provisions of the currently negotiated Police Benevolent Association contract. Adjustments to salary and fringe benefits paid by Department shall be made upon the submission of a new or revised contract and statement of applicable salary and fringe benefits changes.

The Contractor shall make available all records relating to this Agreement for a period of six (6) years. Said records shall be available for audit by the New York State Department of Social Services, New York State Audit and Control and the Department of Health and Human Services upon request.

The term of this agreement shall be from January 1, 2015 through December 31, 2015. The option to renew this Agreement under all current terms and conditions for one additional year not to exceed December 31, 2016 is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement.

No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises.

Neither Contractor nor Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

If any provision of this Agreement is illegal, the remainder of the Agreement shall not be affected thereby.

Said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained herein.

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

\*\*\*\*\*

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

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_  
Oneida County Attorney

\*\*\*\*\*

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

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 12/15/14

Agency: Oneida County through its Sheriff's Office

Authorized Signature: \_\_\_\_\_ SHERIFF Robert M. Maciol



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

**SHERIFF**

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

\*\*\*\*\*





APPENDIX A

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

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

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

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

\*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

\*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

\*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

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

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

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

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

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

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

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

**APPENDIX B**

**STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS**

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

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

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

#### GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.



- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
  - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
  - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
  - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
  - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:

- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of

religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

## REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

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

## CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the

Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

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

#### PUBLICATIONS AND COPYRIGHTS

*Oneida County Sheriff's Office  
Child Advocacy Center Participation*

# 21101  
1/1/15-12/31/15

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

#### PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

#### TERMINATION

*Oneida County Sheriff's Office*  
*Child Advocacy Center Participation*

# 21101  
1/1/15-12/31/15

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the

Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

#### CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any

other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

#### FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:



- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

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

#### ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of

the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

## RENEWAL NOTICE TO CONTRACTORS

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

## COMPLIANCE WITH LAW

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

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

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

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

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

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

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

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

Oneida County Sheriff's Office

NAME OF CONTRACTED AGENCY

SHERIFF Robert M. Maciol

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Created 4-24-12

**ADDENDUM**

THIS ADDENDUM, entered into on this 1<sup>st</sup> day of January, 2015, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

*Oneida County Sheriff's Office  
Child Advocacy Center Participation*

# 21101  
1/1/15-12/31/15

officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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

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



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

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

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

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

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

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

**8. Wage and Hours Provisions.**

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

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

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

**10. Records.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

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

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

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

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

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

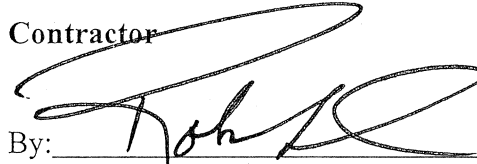
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

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

Oneida County Executive

**Contractor**

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

Name:

**SHERIFF Robert M. Maciol**

Approved as to Form only

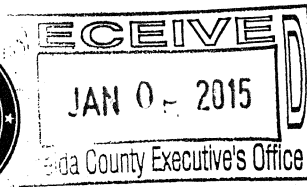
\_\_\_\_\_

Oneida County Attorney



Sandra J. DePerno  
County Clerk

Diane B. Abraham  
1st Deputy Clerk



Deputy County Clerks  
Gary Artessa  
Brenda Breen  
Patricia Ferrone  
Lynarda J. Girmonde

# CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

Phone: (315) 798-5776 ♦ Fax: (315) 798-6440

January 2, 2015

FN 20 15-048

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

## GOVERNMENT OPERATIONS

## WAYS & MEANS

Dear County Executive:

The Oneida County Clerk's Office was awarded a grant from the New York State Local Government Records Management Improvement Fund. This grant was approved by your Board of Legislators on December 23, 2014 via resolution number 369. This grant will be used to assist the Oneida County District Attorney with digitizing and indexing criminal records from 2004-2013.

In order to have access to these funds it is now necessary to do a supplemental appropriation which is fully supported by the grant funds.

I therefore request your Board's approval of the following 2015 supplemental appropriation for the General Fund:

TO:  
AA# A1410.4951 County Clerk – Other Expenses ..... \$ 72,150.00

This supplemental appropriation will be fully supported by unanticipated revenue in:

RA# 3063 State Aid – Record Management..... \$ 72,150.00

Respectfully submitted,

Sandra J. DePerno  
Oneida County Clerk

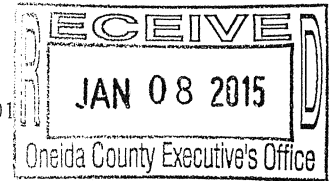
CC: Comptroller  
County Attorney  
Budget Director

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

Anthony J. Picente, Jr.  
County Executive

Date 1/6/15

ANTHONY R. CARVELLI  
COMMISSIONER



ONEIDA COUNTY



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

January 6, 2015

FN 20 15-049 Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

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

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

GOVERNMENT OPERATIONS

Date 1/12/15

Dear Mr. Picente:

**WAYS & MEANS**

Recently, the Oneida County Finance Department received a request from the Florence Fire Department for a parcel of land located on Thompson Corners-Florence Road in the Town of Florence. The parcel, identified as tax map number 55.001-1-40, has been requested for use by the Fire Department for parking and community activities.

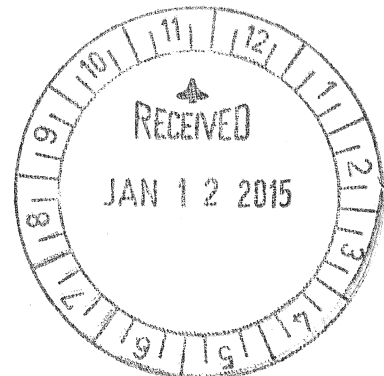
We recommend full Board consideration of their request for approval and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

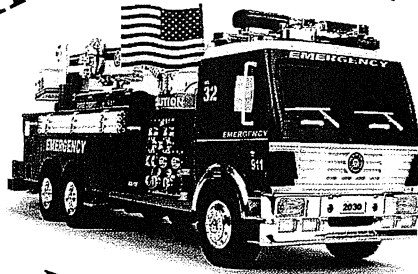
Anthony Carvelli  
Commissioner of Finance

AC/bad

cc: Gerald Fiorini, Chairman of the Board of Legislators  
Peter A. Rayhill, County Attorney  
Scott Outrim, Town Supervisor and Fire Chief



# Florence Volunteer Fire Co.



Established 1956

President:  
Thomas Brown

Vice President:  
Kimberly Drought

Treasurer:  
Richard McNamara

Secretary:  
Tammy Armstrong

Chief:  
Scott Outtrim

**RECEIVED**

DEC 16 2014

ONEIDA COUNTY  
COMMISSIONER OF FINANCE

Dear Commissioner Carvelli,

Oneida County has a land auction scheduled for February 12, 2015. One of the properties slated for auction is located on Thompson Corners- Florence Rd in the town of Florence. The tax map# for the property is 55.001-1-40 and the listed owner is Robert O'Hara. This parcel is located approximately one hundred feet to the south of the current Florence fire station.

The current fire station is located on approximately 1.4 acres and the parking lot has room for roughly thirty cars. Due to the steep hill behind the station the parking lot cannot be expanded. It is adequately sized for the day-to-day operation of a fire station but does not offer enough spaces when fundraising activities are underway. Our annual Steak Bake has been growing in size from year to year and people have been forced to park along the roadway, very near the intersection of Thompson Corners Florence Rd and Osceola Rd. They have also inadvertently parked in front of the fire station doors at times, resulting in an unsafe condition.

The Florence Fire Company has long been interested in acquiring a parcel of property near the current fire station to use for additional parking and for fundraising use. Our plan would be to construct an open sided pavilion with picnic tables on the property with the intention of allowing the public to use the facility for family picnics, birthday parties, and other social gatherings in exchange for donations. We feel the O'Hara property would be ideal for this use.

The O'Hara property is not directly adjacent to the fire station property but the parcel located between the two is owned by the current Florence fire chief. He has offered to transfer a portion of his property to the fire company to connect the two.

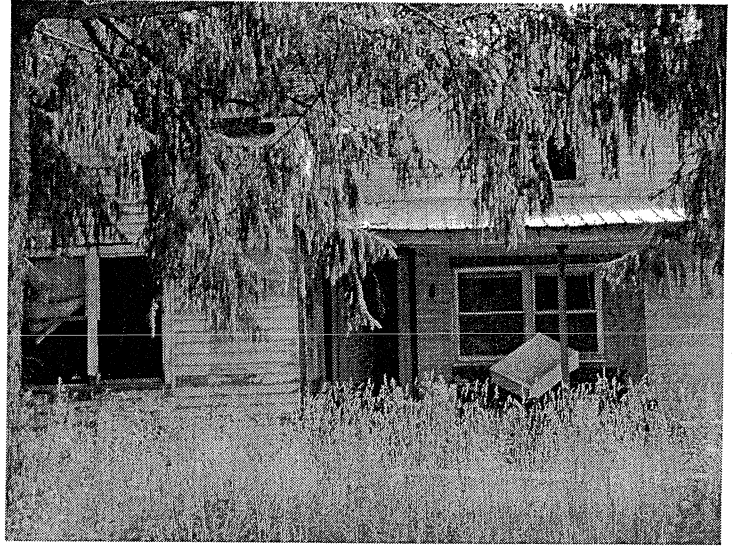
We feel the potential benefits for the Florence Fire Company and the community of Florence as a whole outweigh the financial gain the County would realize upon the sale of the property at auction. The O'Hara property is located across the street from the Florence Town Hall, and could serve dual-use as additional parking for the town as well. There is currently no facility in Florence where events like outdoor family reunions or picnics can be held; residents of Florence must look to Forest Park in Camden or the pavilion at the Redfield Fire Station in Oswego County.

We are requesting Oneida County consider removing the property from the February property auction and transferring ownership of the property to the Florence Fire Company.

Sincerely,

Oneida County  
Tax Sale Auction  
Real Property

**Municipality:** Florence  
**Tax Map #:** 55.001-1-40  
**Location:** Thomson Cors Flor Ws  
**Property Class:** 210 - 1 Family  
**School District:** Camden Central  
**Owner:** O'hara, Robert



**Structure**

**Building Style:** Old Style  
**Number of Rooms:**  
**Number of Baths:** 1  
**Number of Bedrooms:** 4  
**Number of Kitchens:** 1  
**Number of Fireplaces:** 0  
**Overall Condition:** Poor  
**Overall Grade:** Average  
**Porch Type:** Porch, covered  
**Porch Area:** 144  
**Year Built:** 1902  
**Basement Type:** Crawl  
**Basement Garage Capacity:** 0  
**Attached Garage Capacity:** 0  
**Number of Stories:**  
**Story Height:**

**Land**

**Type:** Primary  
**Acreage:**  
**Total Frontage:** 100      **Total Depth:** 315

**Assessment**

**Land:** 2500  
**Total:** 7500

**Area**

**Living Area:** 02193  
**First Story Area:** 1777  
**Second Story Area:** 0  
**Additional Story Area:** 0  
**Three-Quarter Area:** 0  
**Finished Over Garage:** 0  
**Finished Attic:** 0  
**Finished Basement:** 0  
**Finished Rec Room:** 0  
**Half Story Area:** 416  
**Gross Floor Area:**

**Utilities**

**Sewer Type:** None  
**Water Supply:** None  
**Utilities:** Electric  
**Heat Type:** No Central Heat  
**Fuel Type:** None  
**Central Air:** No

**Tax Map Location**



ONEIDA COUNTY DEPARTMENT OF FINANCE

PHONE: (315) 798-5753

DATE: 12/16/14

TO: O'HARA ROBERT
11896 THOMPSON CORNERS
FLORENCE RD
CAMDEN NY

O'HARA JOAN
13316-

DELINQUENT NOTICE

DELINQUENT TAXES EXIST AGAINST THE PROPERTY LISTED BELOW. A 5% PENALTY WAS ADDED PURSUANT TO LAW AND INTEREST AT 10% PER YEAR IS ACCUMULATING AGAINST THE BALANCE DUE.

IN ORDER TO PROTECT YOUR INTEREST IN YOUR PROPERTY IT IS ESSENTIAL THAT YOU PAY THIS TOTAL. SHOULD TAX REMAIN UNPAID THIS PROPERTY WILL BE ADVERTISED AND THE COST ADDED TO THE AMOUNT DUE.

TOWN OF FLORENCE

303400 55.001-1-40

JI \* ASSESSMENT LAND: 2500
\* ASSESSMENT TOTAL: 7500
\* PROPERTY CLASS: 210

SCHOOL CODE: 303001

PROPERTY LOCATION: 0 THOMSON CORS FLOR WS

Table with columns: TX/YR, TAX TYPE, CERT. NO., TAX PLUS PENALTY, INTEREST, ADV. FEE, TOTAL DUE. Rows include County taxes for 2011-2014 and a stub search fee.

>>>>>>>>>> TOTAL AMOUNT DUE IF PAID BY 12/31/14 = \$ 5099.10

RETURNED UNPAID SCHOOL, VILLAGE, CO SEWER & MVWA TAXES WILL BE ADDED TO THE 2015 COUNTY BILL. TO ASCERTAIN THESE AMOUNTS, PLEASE ORDER A TAX SEARCH.

MAKE CHECK PAYABLE TO:
MAIL TO:

COMMISSIONER OF FINANCE
800 PARK AVE.
UTICA, NY 13501

FAILURE TO RECEIVE A TAX BILL DOES NOT WAIVE OBLIGATION TO PAY TAX OR PENALTY PLEASE RETURN THIS NOTICE WITH CHECK OR MONEY ORDER.

IF RETURN RECEIPT IS NEEDED, PLEASE INCLUDE SELF-ADDRESSED, STAMPED ENVELOPE.

> THE ORIGINAL TOWN AND COUNTY TAX FOR 2014 TOTALS ==> \$ 1134.27 <

ATTENTION: Taxes and/or charges in transition to this office from local collector(s) are not reflected on this statement.

Anthony J. Picente, Jr.  
County Executive



David Tomidy  
Director



## Oneida County Probation Department

321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684  
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073  
E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

Deputy Director  
Patrick Cady

Supervisors  
Thomas Brognano  
Mark Joseph  
Holly Matthews  
Paula Mrzlikar

December 12, 2014

FN 20 15-050

### PUBLIC SAFETY

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

WAYS & MEANS

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

Anthony J. Picente, Jr.  
County Executive

Date 1-7-15

Re: Clinton Central School/IRT Program

Dear Mr. Picente:

Enclosed is an Agreement between the Probation Department and the Clinton Central School District wherein the school district reimburses the County \$7,500 for the services of one Probation Officer one day a week.

This Officer provides Initial Response Team services and other supportive efforts in the school buildings. This successful partnership is designed to identify students with attendance and behavior problems, work with them and their families, and coordinate service delivery. In turn, many students are deferred from more formal PINS and JD services.

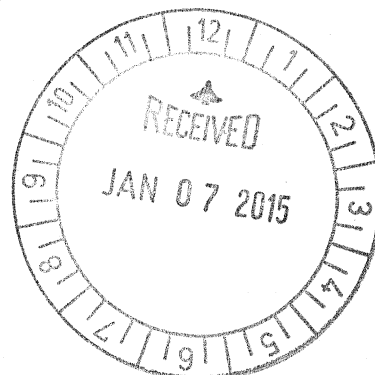
I strongly feel this mutually beneficial program is a cost effective, preventive, and well-received effort worthy of continuing. Please forward to the Board of Legislators for their approval.

The Board and Your support of our programming continue to be most appreciated.

Very truly yours,

DAVID TOMIDY  
PROBATION DIRECTOR

DT:kas  
Enclosures



Oneida Co. Department: Probation

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

Oneida County Board of Legislators  
Contract Summary

**Name of Proposing Organization:** Oneida County Probation Department

**Title of Activity or Service:** Clinton Central School/IRT Program

**Proposed Dates of Operation:** 7/1/2014 to 6/30/2015

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

**Summary Statements:**

**Narrative Description of Proposed Services:** The Oneida County Probation Department provides Initial Response Team (IRT) services to the Clinton Central School District. It is an early intervention strategy where students just starting to display attendance and behavior problems are involved in a process wherein the Probation Department works with students, parents, school authorities, and service providers to effect positive outcomes and improvement.

- 1) **Program/Service Objectives and Outcomes:** This program is designed to reach 200 students and adjust 80% of those problems without formal Court intervention. In 2013 we worked with 111 cases and diverted 91%.
- 2) **Program Design and Staffing:** One full-time Probation Officer is employed one day per week at Junior High and High School buildings. He also works in the elementary school as needed.
- 3) **Total Funding Requested:**

Clinton Central School District	\$7,500
Oneida County	\$ 0

**Oneida County Department Funding Recommendation:** Salaries, Fringe Benefits, and Travel are included in our 2014 Budget.

**Cost Per Client Served:** In 2013 the cost per client served totaled \$588.00.

**Past Performance Data:** We have surpassed our goals of students referred to the program and deferred from Family Court for the past two years.

**O.C. Department Staff Comments:** The Probation Department recommends that this highly successful and collaborative project continue as it serves Public Safety interests in a cost effective manner and supports the efforts of the Clinton Central School District and parents to help students make positive changes.

## **Agreement between Oneida County through its Probation Department and Clinton Central School District**

**THIS AGREEMENT** by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its PROBATION DEPARTMENT, with offices located at 321 Main Street, 2nd Floor, Utica, New York 13501, hereinafter referred to as "Probation Department", and CLINTON CENTRAL SCHOOL DISTRICT, with its principal offices located at 75 Chenango Avenue, Clinton, New York 13323, hereinafter referred to as the "School District."

### **WITNESSETH**

**WHEREAS**, the Probation Department has the capability to provide school districts with Probation Officers for purposes of Initial Response Team ("IRT") services, which attempt to avoid formal Family Court involvement for students who have exhibit behavioral and attendance problems; and

**WHEREAS**, the School District seeks the Probation Department's IRT services to assist its students in any and all School District buildings; and

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

**1. TERM:**

- a. This **AGREEMENT** shall be effective from September 1, 2014 until June 30, 2015, unless earlier terminated as provided hereafter.

**2. SCOPE OF SERVICES:**

- a. The Probation Department will provide the School District with Initial Response Team efforts and other support services, which shall include the following:
  - i. Evaluating matters for adjustment and supervising persons in lieu of a formal Persons in Need of Supervision ("PINS") petition and court action;
  - ii. Assist School District staff in identifying those students who are at risk of having formal PINS and Juvenile Delinquency ("JD") petitions filed against them in Family Court;
  - iii. Coordinating with School District staff to develop and implement an IRT intervention protocol specific to the needs of the School District and the specific school included within this Agreement;
  - iv. Facilitating referrals directly to the Probation Department for students who pose a high risk and/or are not able to be adjusted through the IRT process;
  - v. Assisting in the coordination and scheduling of IRT meetings;
  - vi. Monitoring adherence to all written agreements resulting from the IRT process, including the following:
    - A. Interpreting conditions of the IRT agreement;
    - B. Supervising students to determine whether such students comply with the conditions set forth in the IRT agreement and addressing any violations of the IRT agreement accordingly;
    - C. Counseling and assisting students, in the school setting, with problems relating to compliance;
    - D. Monitoring students' behavior at home, in school, and in the



- community;
  - E. Preparing progress reports on persons under probation supervision;
  - F. Establishing and maintaining contacts with social service and law enforcement agencies and cooperating therewith in matters of mutual interest.
- vii. Other Support Services may include but are not limited to mentoring and monitoring students referred by the School District; monitoring school hallways before, after, and between classes; assisting with school safety and security; and other services that the School District would reasonably expect from a Probation Officer.
- d. The Probation Department will provide one (1) part-time Probation Officer, who will provide the above-described services, one day per week, at any and all Clinton Central School District buildings.

**3. REIMBURSEMENT FOR SERVICES:**

- a. The School District will reimburse the County in the amount of \$7,500.00 for conducting IRT services described above. Salary, fringe benefits, and related travel shall be included in the \$7,500.00 amount.
- b. Reimbursement for IRT services shall be made by the Probation Department's submission of a voucher to the School District, according to the School District's regular policy for payment of its vendors.

**4. INDEPENDENT CONTRACTOR STATUS:**

- a. Both the County and the School District intend that the Probation Officer's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the County and the School District.
- b. The Probation Officer assigned under this Agreement shall remain a County employee for the purposes of salary, benefits, employee discipline, time off, sick days, and other terms and conditions of employment. Likewise, the Probation Officer shall not be considered an employee of the School District for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
- c. The assignment of a particular Probation Officer remains the sole discretion of the Probation Department. Probation Officers assigned under this Agreement are subject to being re-assigned and replaced based on the needs and policies of the Probation Department.

**5. TERMINATION:**

- a. This Agreement may be terminated upon thirty (30) days written notice of termination by either party.
- b. At such time as either party may elect to terminate this Agreement, the payments to the County shall be made as of and to the date of termination.

**6. INDEMNIFICATION:**

- a. Each party agrees to indemnify the other against any claims, demands, actions, proceedings, damages, costs and expenses incurred as a consequence of its negligence in fulfilling its obligations and responsibilities under the terms of this Agreement. It is understood by the Probation Department that all information exchanged is considered confidential and will be used solely for the purposes outlined in this contract.

**7. NOTIFICATIONS:**

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

**8. AMENDMENT:**

- a. This Agreement represents the entire understanding between the parties and the Agreement may not be amended or any of its provisions waived without the prior written consent of both the County and the School District.

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

ONEIDA COUNTY

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Anthony J. Picente, Jr.  
Oneida County Executive

PROBATION DEPARTMENT

DATE: 12/12/14

BY: David Tomidy

David Tomidy  
Director of Probation

CLINTON CENTRAL SCHOOL DISTRICT

DATE: 11/18/14

BY: Stephen H. Grimm

Print Name: Dr. Stephen H. Grimm

Title: Superintendent

APPROVED AS TO FORM ONLY  
ONEIDA COUNTY ATTORNEY

BY \_\_\_\_\_

Raymond Bara  
Asst. Oneida County Attorney



ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER

ANTHONY J. PICENTE, JR.  
County Executive

KEVIN W. REVERE  
Director

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

December 19, 2014

FN 20 15-057

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

PUBLIC SAFETY

Dear County Executive Picente,

WAYS & MEANS

Attached is a letter and a contract for a grant from the New York State Department of Homeland Security awarding Oneida County \$222,396 through its State Homeland Security PSAP Ops Program. This funding will be used to upgrade visual computer imagery for use at the 911 Center, Department of Planning and first responder agencies across Oneida County.

No County dollars will be necessary for this project.

I therefore request your approval and the Board's approval for the following 2015 Supplemental Appropriation:

TO: AA# A 3020.495.....\$222,396.

This Supplemental Appropriation will be fully supported by the attached grant.

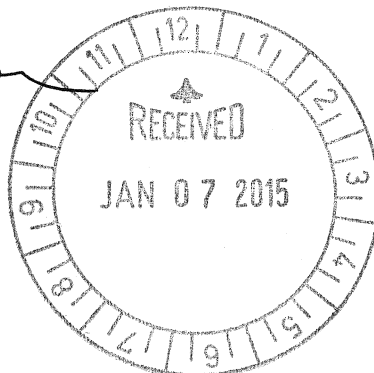
RA # A3392 State Aid – Homeland Security .....\$222,396.

If you have any questions, please advise me. Thanks for your help.

Sincerely,

Kevin W. Revere  
Director

Cc: Tom Keeler  
Sheryl Brown



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

Anthony J. Picente, Jr.  
County Executive

Date 1-7-15

Oneida Co. Department Emergency Services

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

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

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

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

**Name of Proposing Organization** : New York State Department of Homeland Security.

**Title of Activity or Services**: Grant for Department of Emergency Services

**Proposed Dates of Operations**: 01/01/2015– 12/31/2015

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

**SUMMARY STATEMENTS**

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

Funding to upgrade visual computer imagery for use at the 911 Center, Department of Planning and first responder agencies across Oneida County.

**2). Program/Service Objectives and Outcomes:** Provide a Grant to Oneida County to upgrade visual computer imagery.

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

N/A

**Total Funding Requested:** No County dollars requested.

**Oneida County Dept. Funding Recommendation:** A 3020.495

**Proposed Funding Source (Federal \$ /State \$ / County \$):** \$222,396

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

**Past performance Served:** N/A

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

<p><b>STATE AGENCY</b>                  New York State Division of Homeland Security and Emergency Services                  1220 Washington Avenue                  Building 7A Suite 710                  Albany, NY 12242</p>	<p><b>NYS COMPTROLLER'S NUMBER:</b> C198458                  (Contract Number)</p> <p><b>ORIGINATING AGENCY CODE:</b> 01077</p>
<p><b>GRANTEE/CONTRACTOR:</b> (Name &amp; Address)                  Oneida County                  800 Park Avenue                  Utica, NY 13501</p>	<p><b>TYPE OF PROGRAMS:</b> PS2014  <b>CFDA NUMBER:</b>  <b>DHSES NUMBERS:</b> WM14198458</p>
<p><b>FEDERAL TAX IDENTIFICATION NO:</b> 15-6000460  <b>MUNICIPALITY NO:</b> (if applicable) 300100000 000  <b>SFS VENDER NO:</b> 1000002595</p>	<p><b>INITIAL CONTRACT PERIOD:</b>                  FROM 01/01/2015 TO 12/31/2015  <b>FUNDING AMOUNT FOR INITIAL PERIOD:</b> \$222,396.00</p>
<p><b>STATUS:</b>                  Contractor is not a sectarian entry.                  Contractor is not a not-for-profit organization.</p>	<p><b>MULTI-YEAR TERM:</b> (if applicable)</p>
<p><b>CHARITIES REGISTRATION NUMBER:</b></p> <p><input type="text"/></p> <p>(Enter number of Exempt)                  if "Exempt" is entered above, reason for exemption.  <b>0 - not exempt</b></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b></p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services                  BY: , Date:  <b>State Agency Certification:</b> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".                  GRANTEE:                  BY: Hon. Anthony J. Picente jr., County Executive Date:</p>	
<p><b>ATTORNEY GENERAL'S SIGNATURE</b></p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>COMPTROLLER'S SIGNATURE</b></p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p>

**Award Contract**

**Public Safety Answering Points Grant**

**Project No.**  
PS14-1019-D00

**Grantee Name**  
Oneida County

12/16/2014

**Award Contract**

**Public Safety Answering Points Grant**

**Project No.**

**Grantee Name**

PS14-1019-D00

Oneida County

12/16/2014

**Award Contract****Public Safety Answering Points Grant****Project No.**

PS14-1019-D00

**Grantee Name**

Oneida County

12/16/2014

## APPENDIX A-1

## NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

## GRANT CONTRACT

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State 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 establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects 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 the terms of the Contract;

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

## STANDARD TERMS AND CONDITIONS

## I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.



D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

- 1) Appendix A-1
- 2) Modifications to the Face Page
- 3) Modifications to Appendices B, C and D
- 4) The Face Page
- 5) Appendices B, C and D
- 6) Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is 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.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof 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 Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. 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 Appendix D (Work Plan and Special Conditions) 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.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. 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.

K. Notice:

1) All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3) The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15)

calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

L. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

M. 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 the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

N. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this 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.

O. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the 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 shall be considered to be 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 DHSES and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

P. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the 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 any of the federal government, the State of New York, DHSES or any county or other local government entity.

Q. No Arbitration: Disputes involving the 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.

R. Secular Purpose: Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

S. 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.

T. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>1</sup>

U. 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.

V. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

W. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) 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 Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix.

X. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

## II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

### B. 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:

a) 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. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that 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 not-for-profit 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.

b) Notification to the not-for-profit 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 not-for-profit 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.

C. 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 with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c) Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State 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 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 DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES 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 DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure.' For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2) Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

- i. personal messenger service; or
- ii. certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

- i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
- ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3) Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any

prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

#### 4) 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) the repayment to the State of any monies previously paid to the Contractor; or
- b) the return of any real property or equipment purchased under the terms of the Contract; or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

D. 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 a formal written notice outlining the particulars 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. PAYMENT AND REPORTING

#### A. Terms and Conditions:

- 1) In full consideration of contract services to be performed, DHSES 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. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
- 3) The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
- 4) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
- 5) If travel expenses are an approved expenditure under this 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.
- 6) Timeliness of advance payments or other claims for reimbursement, 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.

7) 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 Master Contract shall be governed by Article 11-B of the State Finance Law.

#### B. Advance Payment and Recoupment:

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), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2) Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3) 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. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4) Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein 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.

5) If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

#### C. Claims for Reimbursement:

1) The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2) Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and

services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>2</sup> Requests for payment based upon an event or milestone may be either 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. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>3</sup> Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>4</sup> Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>5</sup> DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule),

h) Fifth Quarter Payments:<sup>6</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3) The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4) 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.

5) 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.

6) All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES 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 DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7) All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the 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.

#### D. Identifying Information and Privacy Notification:

1) Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must



provide the reason or reasons for why the Contractor does not have such number or numbers.

2) 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 principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their 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. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This 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.

#### E. Refunds:

1) In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

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.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### G. Program and Fiscal Reporting Requirements:

1) The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2) Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), 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 Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), 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.)



iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3) In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

#### H. Notification of Significant Occurrences:

1) If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2) The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

#### I. Additional Terms:

1) The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if

requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a) The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b) Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3) DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4) The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5) The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

6) The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7) Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a) A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

- c) Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).
- d) A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.
- e) A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.
- f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(1)(7)(d) or (e) herein must make all procurements as noted below:
- i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
  - ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
  - iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
  - iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
  - v. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.
- 8) Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.
- 9) DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.
- a) DHSES shall provide the Contractor with written notice of noncompliance.
  - b) Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.
  - c) DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

10) As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

a) By entering into this Contract, Contractor (or any assignee) 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:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

b) 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.

c) During the term of the Contract, should DHSES 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.

d) DHSES 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.

#### IV. ADDITIONAL CONTRACTOR 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. 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) 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) Prior to executing a subcontract, 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 must submit a Vendor Responsibility Questionnaire (Questionnaire).

5) When a subcontract is executed, the Contractor must 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 DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. 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) Property is 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.

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.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c) 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.

d) 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 DHSES naming DHSES as an additional insured, covering the loss, theft or

destruction of such equipment.

e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f) 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 applicable, 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.

g) 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 such Property shall belong to the State.

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 Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4) Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

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 DHSES 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.

## 2) Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. 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.

b) 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.

3) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

## G. Publicity:

1) 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. Publicity regarding this project may not be released without prior written approval from the State.

2) Any 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 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 applicable Federal funding agency.



3) Notwithstanding the above, 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 IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), 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. 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 the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

- 1) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
- 2) The Contractor 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;



3) The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4) At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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.

1) If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Contract and agrees to cooperate with the State in these efforts.

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.

M. 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.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES 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:

- 1) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
- 2) any debts owed for UI contributions, interest, and/or penalties;
- 3) the history and results of any audit or investigation; and
- 4) copies of wage reporting information.

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.

#### N. Vendor Responsibility:

1) If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2) The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3) The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4) The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5) The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall 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 the Contract.

6) 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:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7) 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.

O. 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 DHSES 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.

P. Consultant Disclosure Law:<sup>7</sup> 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.

Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

#### 1) General Provisions

a) The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') 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 the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). 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') or other applicable federal, state or 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 or such other actions, liquidated

damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

## 2) Contract Goals

a) For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract workplan.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

## 3) Equal Employment Opportunity (EEO)

a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b) Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors 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.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, 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 (iv) and Paragraph 'e' of this Section 3, 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) Staffing Plan

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. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### d) Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and 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.

#### 4) MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### 5) Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines

that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES 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.

#### 6) MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### 7) Liquidated Damages - MWBE Participation

a) Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

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 the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

#### 8) M/WBE AND EEO Policy Statement

a) The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

##### M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

(a) This organization 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 programs of affirmative action to ensure that minority group members 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 on state contracts.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and 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.

(e) This organization will include the provisions of sections (a) through (d) of this agreement 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 State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

**V. FEDERALLY FUNDED GRANT REQUIREMENTS**

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.



D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

E. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1) Administrative Requirements:

- a) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
- b) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2) Cost Principles:

- a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
- b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
- c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
- d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

- a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (for audits of fiscal years beginning prior to December 26, 2014)
- b) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (for audits of fiscal years beginning on or after December 26, 2014)

F. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2) Affirmative steps shall include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.

G. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.



H. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

I. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=55e12eead565605b4d529d82d276105c&node=2:1.1.2.1.1.6&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at [http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2012](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012).

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

J. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

K. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1) If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

L. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

M. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

N. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

O. Equipment and Property:

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or

equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3) Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a) Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b) Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

P. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

Q. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

R. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

Endnotes:

<sup>1</sup> As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

<sup>2</sup> A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

<sup>3</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>4</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>5</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

<sup>6</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

<sup>7</sup> Not applicable to not-for-profit entities.

VER 07/14

Certified by - on

**Award Contract****Public Safety Answering Points Grant****Project No.****Grantee Name**

PS14-1019-D00

Oneida County

12/16/2014

**Budget Summary by Participant**

Oneida County

Oneida County Emergency Services - Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Consultant services for pictometry related to PSAP Operations	1	\$222,396.00	\$222,396.00	\$222,396.00	\$0.00
Total				\$222,396.00	\$222,396.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$222,396.00	\$222,396.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$222,396.00	\$222,396.00	\$0.00

**Award Contract****Public Safety Answering Points Grant****Project No.**

PS14-1019-D00

**Grantee Name**

Oneida County

12/16/2014

## APPENDIX C

## PAYMENT AND REPORTING SCHEDULE

For All Grantees:

## I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

## A. Payment and Recoupment Language

1. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

## B. Interim and/or Final Claims for Reimbursement

1. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order

for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services  
Federal Fiscal Unit  
State Campus - Building 7A  
1220 Washington Avenue  
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services  
Attention: Contracts Unit  
State Office Building Campus – Bldg. 7A  
1220 Washington Avenue, Suite 610  
Albany, NY 12242

## II. REPORTING PROVISIONS

### A. Required Reports:

#### Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

#### Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Appendix A-1 of the Contract.

#### Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of Appendix A-1 of the Contract., no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

2. The Grantee will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 05/2013

Certified by - on



**Award Contract****Public Safety Answering Points Grant****Project No.**

PS14-1019-D00

**Grantee Name**

Oneida County

12/16/2014

**Work Plan****Goal**

Facilitate the operation of public safety communications to support statewide interoperable communications for first responders.

**Objective #1**

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Not Applicable

**Target Capability**

Primary - Not Applicable

To facilitate PSAP consolidation, regional initiatives, implementation of NG-911, improvements in operations of public safety communications; develop multi-jurisdictional PSAPs compatibility throughout the state and support statewide interoperable communications for first responders, thus improving safety of the public.

**Task #1 for Objective #1**

Hire consultant to conduct allowable planning activities related to interoperable communications initiatives.

**# Performance Measure**

- 1 Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the interoperable communications capabilities in the jurisdiction.

**Objective #2**

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

**Target Capability**

Primary - Not Applicable

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

**Task #1 for Objective #2**

Provide equal employment opportunities for minority group members and women (EEO).

**# Performance Measure**

- 1 Submission of the DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form.

**Task #2 for Objective #2**

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs).

**# Performance Measure**

- 1 Expend 10% of the identified contracted NPS budget with NYS Certified MBEs, as subcontractors/suppliers.
- 2 Expend 10% of the identified contracted NPS budget with NYS Certified WBEs, as subcontractors/suppliers.

**Task #3 for Objective #2**

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

**# Performance Measure**

- 1 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.

**Award Contract****Public Safety Answering Points Grant****Project No.****Grantee Name**

PS14-1019-D00

Oneida County

12/16/2014

**Special Conditions**

The Grantee shall use the funds provided pursuant to this Agreement to carry out the Work Plan described in this Appendix D. Any services in this contract awarded by the Division of Homeland Security and Emergency Services (DHSES) Office of Interoperable and Emergency Communications (OIEC) to Grantee based on Grantee's submission of an Application Proposal in response to a Request for Applications (RFA) shall be subject to the terms and conditions in both the Grantee's Application Proposal and the RFA, incorporated herein by reference, which shall apply as if fully stated herein.

This Program Work Plan shall not be modified without approval from the DHSES. If modification to this Program Work Plan is necessary, the Grantee must submit a written request to DHSES OIEC and await DHSES OIEC approval before implementing such changes. If changes in the Work Plan are made without DHSES OIEC's prior approval, DHSES OIEC reserves the right, in its sole discretion, to disallow reimbursement for the modifications, reduce the amount payable to the Grantee, terminate this Agreement, or take any other action deemed necessary.

**A. Permissible Use of Funding**

1. Public Safety Answering Points (PSAP) grant funds must be used in accordance with the guidelines set forth in the PSAP Request for Applications, which can be located at < <http://www.dhSES.ny.gov/oiec/grants/> >.
2. Any unused funds will be reprogrammed pursuant to a plan approved by the Division of Homeland Security and Emergency Services, Office of Interoperable and Emergency Communications.
3. The project must commence no later than 180 days after successful approval of the contract by the New York State Office of the Comptroller.
4. Pursuant to and consistent with NYS Tax Law section 186-f(6)(d), prospective and retrospective costs may be considered for reimbursement under the PSAP Grant Program to the extent that the costs incurred are to consolidate public safety answering points, to implement new technologies in local public safety answering points that facilitate interoperability and create operating efficiencies, and/or to promote the development and implementation of cross-jurisdictional standard operating procedures that foster regional consolidation.

**B. Record Requirements**

1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding PSAP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

**C. Equipment Purchases**

1. Equipment purchased with grant funds must fall within the allowable equipment categories as listed in the PSAP Request for Applications, which can be located at < <http://www.dhSES.ny.gov/oiec/grants/> >.
2. Grantees are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using PSAP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHSES/OIEC Grant Guidance for grant funding, requires that all interoperable communications equipment employ the use of APCO P-25 compliant equipment; a recommended technology to achieve emergency interoperable communications.
4. Acceptance of State support for interoperable and emergency communications projects, including funding through the Public Safety Answering Points (PSAP) grant, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers'

subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

#### D. Training & Exercise Related Activities

1. Any training courses to be supported by this award must be on equipment contained in the approved application. Grantees are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any training in question.
2. Grantees are required to be NIMS compliant. DHSES/OIEC requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

#### E. Planning, Administration and Deployment Costs

1. Services relating to developing, designing and implementing interoperability plans and network system development must be consistent with awarded applications.
2. Permissible costs are limited to costs associated with the development and deployment of public safety communications systems, networks, technology or facilities whose purpose is to provide the sharing of voice, data and video transmissions; dispatch and incident management involving two or more organization or jurisdiction and in accordance with approved interoperability plans operating standards.

#### F. Law Enforcement Requirements

1. Grantees agree that such funding shall leverage a regional approach to support multi-jurisdictional (two or more counties) and multi-discipline (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works and communication centers) public safety communications.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, Grantees will ensure that interoperability between and among existing law enforcement systems is accomplished.
3. Acceptance of the PSAP funding indicates your acknowledgement that State agencies/authorities and other jurisdictions are permitted on your radio system for the coordination and provision of State assistance. Failure to comply with this requirement may result in a disallowance of costs and jeopardize future funding opportunities.

#### G. SEQRA and EHP Requirements

1. Grantees shall ensure compliance with the State Environmental Quality Review Act of 1975, as amended, and all other local environmental and historic preservation requirements, in the planning and execution of all projects under this grant. Please contact the New York State Division of Environmental Conservation, or visit <http://www.dec.ny.gov/permits/357.html>, for additional information.
2. If federal dollars will be used to fund any part of the projects under this Contract, Grantees are further required to comply with all applicable federal environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
3. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.
4. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
5. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the New York State Office of Parks, Recreation and Historic Preservation (OPRHP).

#### H. Equipment Maintenance Requirements

1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

#### I. New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.
4. All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.
6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

# ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

DENNIS S. DAVIS  
COMMISSIONER



DIVISIONS:  
BUILDINGS & GROUNDS  
ENGINEERING  
HIGHWAYS, BRIDGES & STRUCTURES  
REFORESTATION

6000 Airport Road, Oriskany, New York 13424  
Phone: (315) 793-6213 Fax: (315) 768-6299

December 17, 2014

FN 20 15-052

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

Oneida County currently leases office space to FirstGroup America, Inc. for operation of a Greyhound ticket office, baggage room, and waiting facility at 321 Main St., Utica (Union Station). This lease expires December 31, 2015.

Enclosed is a new Lease Agreement for the above mentioned office space. Lease terms include a 3.5% annual rate increase, a five year term beginning January 1, 2016, and an option to renew for an additional five year term. If this agreement is acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

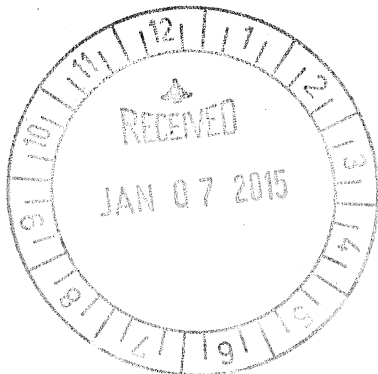
Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 1-7-15



Oneida Co. Department: WQ&WPC

Competing Proposal   X  

Only Respondent       

Sole Source RFP       

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #27, Amendment 2  
CMOM Program Implementation-Phase II  
GHD Consulting Services, Inc.

**Proposed Dates of Operation:** This work is planned for FY2015

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers the implementation of Phase 3 of a Capacity Management, Operations and Maintenance Program (CMOM) for the Oneida County Sewer District.

**2) Program/Service Objectives and Outcomes:** The objective of the work order is to advance the key programmatic elements as outlined in the proposed CMOM Framework dated June 29, 2012 as well as those that developed out of the 2013 Working Group collaboration.

**3) Program Design and Staffing:** GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$153,000      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department 2015 operating budget as it is district-wide.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding will come through the sewer rates charged by the district.

**Cost Per Client Served:** \$1.39

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** Implementation of this program is required by the NYSDEC consent order for the Sauquoit Creek Pumping Station service area and is being implemented for rest of the district due to capacity concerns at the Oneida County Water Pollution Control Plant.



**WORK ORDER 27  
AMENDMENT NO. 2**

**CMOM PROGRAM IMPLEMENTATION – PHASE 3**

**I. PROJECT UNDERSTANDING**

Continued advancement of the Capacity Management, Operations, and Maintenance (CMOM) program is a priority item for the Oneida County Sewer District (District) and the Steering Committee in 2015. CMOM is also a mandated program requirement as described in Schedule A, Paragraph B.3 of the Consent Order between the New York State Department of Environmental Conservation and Oneida County.

Oneida County, the Steering Committee, and its CMOM Working Group have made progress during 2014 with the development and implementation of initial phases of the various elements planned under the CMOM Program Implementation – Phase 1 and Phase 2 efforts. The purpose of this Work Order is to continue that progression of implementation of CMOM elements, including some of the key programmatic elements as outlined in the proposed CMOM Framework dated June 29, 2012 as well as those that developed out of the 2014 Working Group collaboration.

**II. SCOPE OF WORK**

The following is a scope of services relative to work proposed to be performed by the project team through 2015:

**Task 7 – CMOM Working Group**

- A. The Project Team will continue to collaborate with key community representatives involved in the operation and maintenance of sewer systems in order to assist in the further development of the implementation plan for a community-based CMOM program. The June 29, 2012 Proposed CMOM Framework plus topics of interest identified during the 2014 Work Group sessions will be the basis for further developing the plan. Up to six (6) work sessions are anticipated over the course of 2015. Progress reports will be prepared following each work session and technical documents developed as program elements are designed.
- B. Additional support will include technical guidance and direction to municipal representatives at Work Group meetings, as well as coordination and follow up between work sessions.

**Task 8 – Design Standards**

- A. In 2014, the Working Group expanded the initial set of Design and Construction Standards created in 2013 by formulating draft standards for grease trap sizing and design, and pump station design for District and member municipality use. The project team will continue to coordinate with the Working Group and the District to add to the Design and Construction Standards for District-owned sewers as referenced in Section 801(a) of the Oneida County Sewer Use Rules and Regulations.
- B. The project team will continue to collaborate with the CMOM Working Group to discuss the creation of those design and construction standards deemed most important to the municipal



sanitary sewer collection systems. As was discovered during this process in 2013 and 2014, some communities already have current design and construction standards. In others, those standards are limited and/or outdated. Under this task, the goal is to continue to identify minimum standards for sewer and lateral design and construction and to expand upon the set of generic standards for use by the communities, as identified and recommended by the Working Group members.

#### **Task 9 – Standard Operating Guidelines**

- A. As discovered during Phases 1 and 2 of this Work Order, the communities within the District have varying levels of documented (written) guidelines for the performance of sewer related operation and maintenance activities. The goal of this task is for the project team to continue to work with the Working Group members to collect the best available information currently being used by the communities in the performance of their work, review this information for appropriateness and applicability, and formulate additional basic written operating guidelines for use by the sewer system operations employees in order to build on the standard operating guidelines developed and distributed in 2013 and 2014. For purposes of this Work Order, the project team will work with the Working Group to identify and develop up to two (2) additional standard operating guidelines as suggested by the working group to be the most practical or important to implement in 2015.

#### **Task 10 – Implementation of Training for Municipal Sewer Workers**

- A. Under this task, the project team will collaborate with the CMOM working group to identify training needs that are viewed to be important or pertinent to their daily work. The project team will coordinate training sessions for attendance by working group members and other collection system staff. It is anticipated that a minimum of two (2) training sessions will be coordinated.
- B. During previous phases of CMOM development, the project team has been introduced to other communities that have developed successful CMOM or other management programs of their own. The project team will collaborate with representatives of those communities to arrange a speaking engagement for attendance by working group members, collection system staff, and elected officials, as appropriate. The purpose of the presentation will be to introduce the municipalities to the successful programs and provide guidance in moving forward with the implementation of Oneida County's CMOM program. It is anticipated that at least one (1) speaking engagement will be coordinated.

#### **Task 11 – Fat, Oil, and Grease (FOG) Program**

- A. In 2014, the working group began the process of education and outreach to residential and commercial customers. Educational materials for residential and food service establishments were developed and distributed, and lists of food service establishments were developed. Under this task, the project team will continue to collaborate with the working group on further development and implementation of the FOG program, including defining the inspection process, exploring options for sharing inspection services amongst OCSD municipalities or other County agencies, and further developing the database of food service establishments. Additionally, we will continue to collaborate with the working group to prepare generic technical guidelines with respect to grease and oil separators including their operation and maintenance, inspection, grease disposal, and record keeping.

**A. Community Education/Information Outreach**

The project team will be responsible for developing the public information and education program for the project. This will include:

1. Developing detailed education and instructional materials for distribution to homeowners, businesses, and contractors regarding topics such as the negative impacts of FOG on the sewer system and ideas for additional corrective measures that can be undertaken by property owners. These will include but not be limited to brochures, door tags, and letters and notices regarding project activities.
2. Coordinating media relations and distribution of press releases.
3. Developing the FOG pages on consumer website to meet advancing project needs.
  - a) Manage content revisions as directed by County and consultation team leaders.
  - b) Develop and post project information of importance to District residents, including progress reports, upcoming private I/I initiatives such as home inspections, achievement of project milestones, cost and funding information, and other aspects of program implementation.

**Task 12 – Project Management**

- A. Project management will include staffing and resource allocation, sub-consultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. From O'Brien & Gere Engineers Inc., Karl Schrantz, P.E. will be the Project Manager, Brian Whittaker, P.E. will be the Project Engineer, and Amy Mowers, Environmental Scientist/Wastewater Treatment Operator will be the lead Technical Coordinator for this Work Order. Catherine Manion will be the lead Project Coordinator from Paige Marketing Communications Group, Inc.

**Task 3: Municipal Collection System Coordination**

This new Task includes engineering/technical support on an as needed basis to assist the County and/or municipalities with the investigation of sanitary sewer system issues. Services may include the following:

- A. Site visits
- B. Desk top review of available mapping and related sewer system data.
- C. Coordination with local officials, sewer system operators, and contractors regarding immediate system repairs.
- D. Attendance at sewer system issue-specific community meetings.
- E. Other tasks as may be requested by the County.

Includes an allowance of \$9,000 for limited specialty subcontracting services if those services are needed (ie: surveying, CCTV, etc...) in support of the engineering/technical services.

**II. SCHEDULE**

The work associated with Work Order 27 Amendment No. 2 will continue through December 31, 2015.

**III. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, equipment purchases and/or rentals, etc.). The Compensation for the Scope of Services outlined in Section II is estimated on Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services, Inc. for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.
- D. CMOM Program Implementation – Phase 1 (2014) budget will be closed out and the balance of the unexpended budget will be applied to the District’s fund balance.

**IV. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 27, Amendment No. 2 – CMOM Program Implementation Phase 3 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**

**Client**

**GHD CONSULTING SERVICES INC.**


**COUNTY OF ONEIDA**

By: MICHAEL TAMBLIN, PE  
~~Howard B. LaFever, P.E.~~

By: Anthony J. Picente, Jr.

Title: Principal

Title: County Executive

Signature: 

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

Date: 1/12/15

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

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 GHD CONSULTING SERVICES, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$239.00
Senior Associate	\$212.00
Associate	\$185.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$150.00
Project Engineer III	\$140.00
Project Engineer II	\$130.00
Project Engineer I	\$121.00
Engineer/Scientist II	\$107.00
Engineer/Scientist I	\$95.00
Architect	\$115.00
Managing Designer	\$145.00
Senior Designer	\$115.00
Designer	\$104.00
Junior Designer	\$90.00
Senior Drafter	\$82.00
Drafter	\$73.00
Technician	\$69.00
Construction Project Representative	\$93.00
Field Technician	\$59.00
Secretarial/Word Processing	\$74.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Project Consumables charge including long distance telephone, facsimile, IT support and CADD, and cell phone charges at \$4.00/hour applied to all billable hours;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;

**Work Order 27 – CMOM  
Amendment 2 (FY-2015)**

**January 7, 2015**

- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$236.00
Project Manager 1	\$178.00
Architect/Engineer/Scientist 3	\$137.00
Architect/Engineer/Scientist 2	\$115.00
Architect/Engineer/Scientist 1	\$94.00
Engineering Technician 3	\$103.00
Engineering Technician 2	\$84.00
Engineering Technician 1	\$72.00
Intern	\$41.00
Administrative Assistant	\$77.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**APPENDIX II  
RATE SCHEDULE**

**1.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.**

**1.1 Hourly Rates**

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$150.00
Web Developer	\$115.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Senior Public Relations Specialist	\$85.00
Public Relations Specialist	\$75.00
Account Coordinator	\$75.00
Production Specialist	\$75.00
Secretarial/Office Support	\$50.00

**1.2 Non-salary expenses and outside services attributable to the Project**

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Authorized mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

**Fee Estimate  
 Work Order 27  
 Amendment 2**

TABLE 1

Description	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Total Hrs	Billing Rate 2014	Total Cost	Subtotals
<b>O'Brian &amp; Gere Engineers, Inc.</b>															
Senior Officer												0	\$236.00	\$0.00	
Project Manager 1	24	10	10	32	16	26	40					158	\$178.00	\$28,124.00	
Engineer 3	72	40	40	40	40	24	80					336	\$137.00	\$46,032.00	
Engineer/Scientist 2												0	\$115.00	\$0.00	
Engineer/Scientist 1	48	40	60	40	80		80					348	\$94.00	\$32,712.00	
Engineering Technician 3												0	\$103.00	\$0.00	
Engineering Technician 2		16			0		80					96	\$84.00	\$8,064.00	
Intern							80					80	\$40.00	\$3,200.00	
Administrative Assistant		16	10		8							34	\$77.00	\$2,618.00	
															<b>\$120,760.00</b>
<b>GHD Consulting Services, Inc.</b>															
Vice President/Tech. Advisor												0	\$232.00	\$0.00	
Associate												0	\$180.00	\$0.00	
Senior Project Manager						16						16	\$167.00	\$2,672.00	
Project Engineer												0	\$155.00	\$0.00	
Project Manager												0	\$146.00	\$0.00	
Project Engineer												0	\$118.00	\$0.00	
Engineer/Scientist												0	\$103.00	\$0.00	
Secretarial/Word Processing												0	\$72.00	\$0.00	
															<b>\$2,672.00</b>
<b>Paige Marketing Communications Group, Inc.</b>															
Principal	4											4	\$150.00	\$600.00	
Web Developer					3							3	\$115.00	\$345.00	
Account Planner	24	12	12	40	6	6						100	\$95.00	\$9,500.00	
Copy Writer												0	\$85.00	\$0.00	
Graphic Designer			5		20							25	\$85.00	\$2,125.00	
Sr. Public Relations Specialist												6	\$85.00	\$510.00	
Public Relations Specialist					6							6	\$75.00	\$450.00	
Account Coordinator				24								24	\$75.00	\$1,800.00	
Production Specialist												5	\$75.00	\$375.00	
Office Support	20											20	\$50.00	\$1,000.00	
															<b>\$16,705.00</b>
<b>Subtotal Labor</b>	\$22,528.00	\$14,736.00	\$15,235.00	\$20,536.00	\$20,414.00	\$11,158.00	\$35,520.00	\$0.00	\$0.00	\$0.00	\$0.00	1261		\$140,127.00	
<b>Direct Expenses</b>															
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Reproduction/Plotting	\$300.00	\$200.00	\$125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$625.00	
Office Expenses	\$472.00	\$264.00	\$140.00	\$964.00	\$386.00	\$542.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00			\$3,248.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00			\$9,000.00	
<b>Subtotal Disbursements</b>	\$772.00	\$464.00	\$265.00	\$964.00	\$386.00	\$542.00	\$9,480.00	\$0.00	\$0.00	\$0.00	\$0.00			\$12,873.00	
<b>PROJECT TOTAL</b>	\$23,300.00	\$15,200.00	\$15,500.00	\$21,500.00	\$20,800.00	\$11,700.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00			\$153,000.00	
															<b>\$153,000.00</b>
															<b>ESTIMATED COMPENSATION</b>





**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442

(315) 798-5656

wpc@ocgov.net

FAX 724-9812

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

**Steven P. Devan, P.E.**  
Commissioner

January 12, 2015

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

FN 20 15057

**PUBLIC WORKS  
WAYS & MEANS**

Re: Work Order #35/HG-487  
Flow Monitoring Program/Engineering Support Service  
GHD Consulting Services, Inc.

Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

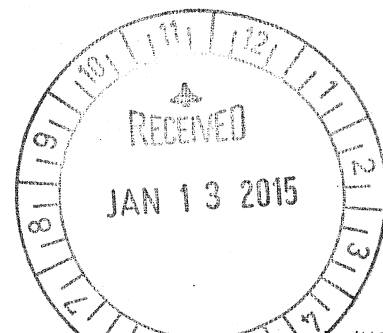
The purpose of this Work Order is to provide engineering and related technical services in support of the Economic Development Assistance Program (EDAP) grant obtained by Oneida County from the State of New York. This grant will fund the implementation of a sanitary sewer flow monitoring program within portions of the Oneida County Sewer District (District), including the procurement and installation of flow monitoring equipment, procurement of interceptor sewer off-road equipment in order to access the flow monitoring sites, and engineering services in support of these activities.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be approved with an estimated cost of \$35,000. Funding will come from the EDAP grant and be administered through capital account HG-487.

I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the February 11<sup>th</sup> Board meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner



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

Anthony J. Picente, Jr.  
County Executive

Date 1-13-15

Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.  
John J. LaGorga, P.E. – GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #35  
Contract Summary Sheet

Oneida Co. Department: WQ&WPC

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #35  
Flow Monitoring Program  
Engineering Support Service  
GHD Consulting Services, Inc.

**Proposed Dates of Operation:** This work is planned for FY2015

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** The purpose of this Work Order is to provide engineering and related technical services in support of the Economic Development Assistance Program (EDAP) grant obtained by Oneida County from the State of New York.

**2) Program/Service Objectives and Outcomes:** This grant will fund the implementation of a sanitary sewer flow monitoring program within portions of the Oneida County Sewer District (District), including the procurement and installation of flow monitoring equipment, procurement of interceptor sewer off-road equipment in order to access the flow monitoring sites, and engineering services in support of these activities.

**3) Program Design and Staffing:** GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$35,000      **Account #:** HG-487

**Oneida County Dept. Funding Recommendation:** EDAP Grant

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

**Cost Per Client Served:** \$0.00

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** Engineering support is need for implementation of the flow monitoring program.



## **WORK ORDER 35**

### **FLOW MONITORING PROGRAM ENGINEERING SUPPORT SERVICES**

*(NYS EDAP - ONEIDA COUNTY - #3505)*

#### **I. PROJECT UNDERSTANDING**

The purpose of this Work Order is to provide engineering and related technical services in support of the Economic Development Assistance Program (EDAP) grant obtained by Oneida County (County) from the State of New York. This grant will fund the implementation of a sanitary sewer flow monitoring program within portions of the Oneida County Sewer District (District), including the procurement and installation of flow monitoring equipment, procurement of interceptor sewer off-road equipment in order to access the flow monitoring sites, and engineering services in support of these activities. The flow monitoring program is a required element of the Consent Order (No. R620060823-67) between NYSDEC and Oneida County due to sanitary sewer overflows (SSO) at the Sauquoit Creek Pumping Station (SCPS).

#### **II. SCOPE OF SERVICES**

##### **A. Task 1: Project Management**

Project management will include staffing and resource allocation, cost control, and administrative assistance to the Commissioner on an as needed basis. O'Brien & Gere Engineers, Inc. (O'Brien & Gere), subconsultant to GHD Consulting Services, Inc. (GHD), will lead this effort. Brian Whittaker, PE will be the Project Manager from O'Brien & Gere.

##### **B. Task 2 Office Support**

This task includes the work needed to assist the County in the administration of EDAP grant funding, as related to the procurement of equipment under the grant.

This subtask includes:

1. Coordination w/ the flow service provider (ADS) regarding flow meter and rain gauge location and installation
2. Shop drawing/product information submittal review
3. Review of sanitary sewer easement access/maintenance equipment availability through NYS Procurement and other recognized procurement practices. We will assist the County in developing procurement documents for easement access/maintenance equipment bidding purposes, if necessary. The equipment is a necessary component of the flow monitoring program as it will provide off-road capability to access the flow monitoring locations.
4. Assist the County in the selection of easement access/maintenance equipment
- 5.
6. GIS mapping assistance to ADS regarding flow meter and rain gauge locations
7. Coordination regarding the set up of web-based data hosting services.

**C. Task 3 Fieldwork**

This task includes the field work required to assist the County in the coordination of the installation of the flow monitoring and rain gauge equipment.

This task includes:

1. Field visits with the flow service provider to evaluate/confirm meter sites
2. Municipal coordination for meter locations
3. Flow meter installation and start up observations
4. Flow meter and rain gauge trouble shooting coordination with the flow service provider.

**D. SCHEDULE**

The work of this Work Order will commence upon authorization by Oneida County and continue through completion, estimated to be 12 months from the date of authorization.

**E. COMPENSATION**

- a. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services as outlined in Section II is shown on Table 1.
- b. Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services Inc. for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**F. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 35 – Flow Monitoring Program Engineering Support Services, under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

Consultant

GHD CONSULTING SERVICES INC.

Client

COUNTY OF ONEIDA

By: MICHAEL TAMBLIN, PE  
~~Howard B. LaFever, PE~~

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: 

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

Date: 1/12/15

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

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$236.00
Project Manager 1	\$178.00
Architect/Engineer/Scientist 3	\$137.00
Architect/Engineer/Scientist 2	\$115.00
Architect/Engineer/Scientist 1	\$94.00
Engineering Technician 3	\$103.00
Engineering Technician 2	\$84.00
Engineering Technician 1	\$72.00
Intern	\$41.00
Administrative Assistant	\$77.00

**1.2 Non-salary expenses and outside services attributable to the Project**

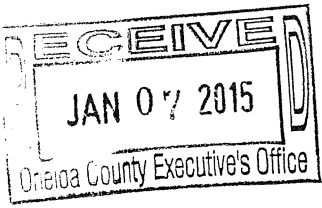
CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

Fee Estimate  
 Work Order 35

TABLE 1

Description	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Total Hrs	Billing Rate 2015	Total Cost	Subtotal
	Project Management	Office Support	Fieldwork												
<b>O'Brien &amp; Gere Engineers, Inc.</b>															
Senior Officer												0	\$236.00	\$0.00	
Project Manager 1		16	8									24	\$178.00	\$4,272.00	
Engineer 3	8	60	92									160	\$137.00	\$21,920.00	
Engineer/Scientist 2												0	\$115.00	\$0.00	
Engineer/Scientist 1		40	8									48	\$94.00	\$4,512.00	
Engineering Technician 3												0	\$103.00	\$0.00	
Engineering Technician 2		8	40									48	\$84.00	\$4,032.00	
Intern												0	\$40.00	\$0.00	
Administrative Assistant												0	\$77.00	\$0.00	
														\$34,736.00	
<b>Subtotal Labor</b>	\$1,096.00	\$15,500.00	\$18,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	280			
Direct Expenses															
Travel	\$0.00	\$0.00	\$113.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$113.00	
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Office Expenses	\$0.00	\$151.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$151.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
<b>Subtotal Disbursements</b>	\$0.00	\$151.00	\$113.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$264.00	
<b>PROJECT TOTAL</b>	\$1,096.00	\$15,651.00	\$18,253.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$35,000.00	
														<b>ESTIMATED COMPENSATION</b>	
														<b>\$35,000.00</b>	



# Griffiss International Airport

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

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

**RUSSELL STARK**  
Commissioner of Aviation

January 5, 2015

FN 20 15-058

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

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

**AIRPORT**

Anthony J. Picente, Jr.  
County Executive

**WAYS & MEANS**

Date 1-7-15

Dear County Executive:

The Federal Aviation Administration (FAA) has announced the winners of this round of funding for capital projects. Griffiss International Airport was able to secure funding for projects to ensure its future. The grant will be used to complete Phase 4 Taxiway Design.

This grant will provide funding for 90% of the project, along with 5% from New York State and a 5% Oneida County match.

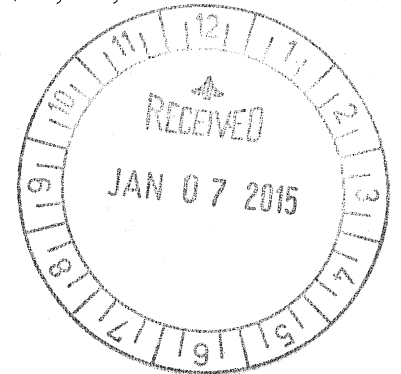
It is therefore necessary to amend **Capital Project H-489 – Griffiss Intl. – Phase 2 Taxiways** as follows:

	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
Federal Aid – FAA	\$ 9,035,595.	\$ 187,200.	\$ 9,222,797.
State Aid – FAA	\$ 501,978.	\$ 10,400.	\$ 512,378.
Direct Appr.	\$ 501,978.	\$ 10,400.	\$ 512,378.
Total	\$ 10,039,551.	\$ 208,000.	\$10,247,553

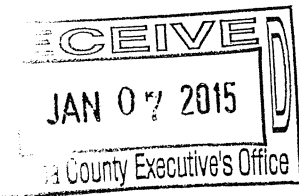
Thank you for the Board's kind attention to this request.

Sincerely,

Russell Stark  
Commissioner of Aviation







# Griffiss International Airport

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

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

**RUSSELL STARK**  
Commissioner of Aviation

January 5, 2015

FN 20 15-059

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

AIRPORT  
WAYS & MEANS

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

Anthony J. Picente, Jr.  
County Executive

Date 1-7-15

Dear County Executive:

The Federal Aviation Administration (FAA) has announced the winners of this round of funding for capital projects. Griffiss International Airport was able to secure funding for projects to ensure its future. The grant will be used to complete Phase 4 Taxiway Design.

This grant will provide funding for 90% of the project, along with 5% from New York State and a 5% Oneida County match.

It is therefore necessary to transfer funds to cover the direct appropriation to cover Oneida County's 5% match.

TO:

A9950.9 Budget – Transfer to Capital Fund..... \$ 10,400.

FROM:

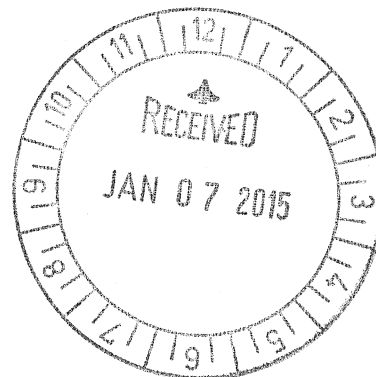
A5620.495 Department of Aviation – Other Expenses..... \$ 10,400.

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

Sincerely,

Russell Stark

Commissioner of Aviation



# Griffiss International Airport



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

ANTHONY J. PICENTE, JR.  
County Executive

RUSSELL STARK  
Commissioner of Aviation

FN 20 15-060

December 2, 2014

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

AIRPORT

WAYS & MEANS

Re: Construction Observation and Administration agreement for Phase 2 Nose Dock Rehabilitation.

Dear County Executive Picente,

Please consider acceptance of a consultant agreement with C&S Engineers for the Construction Observation and Administration of the 785 Nose Dock rehabilitation project in the amount of \$119,645.32.

The project includes siding replacement, parking lot repairs/replacement, office space and HVAC, electrical, communication, plumbing, and fire protection systems in Nose Dock 785.

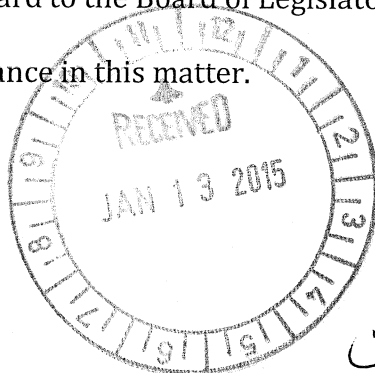
We have received Federal Aviation Administration funding to complete this work. Capital Account H-488

C&S will also provide State Environmental Quality Review (SEQR) and National Environmental Protection Agency (NEPA) review.

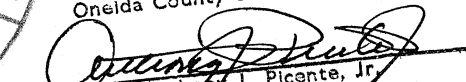
If you concur, please forward to the Board of Legislators for consideration.

Thank you for your assistance in this matter.

  
Russell Stark  
Commissioner of Aviation



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

  
Anthony J. Picente, Jr.  
County Executive

Date 1-13-15

Oneida Co. Department: Aviation

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS - SUMMARY**

**Name of Proposing Organization:** C&S Engineers, Inc  
499 Col. Eileen Collins Blvd  
Syracuse, NY 13212

**Title of Activity or Service:** Construction Administration and Construction Observation  
Agreement Phase 2 Nose Dock 785

**Proposed Dates of Operation:** December 2, 2014-August 1, 2015

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

**Summary Statements**

**1) Narrative Description of Proposed Services**

The project includes siding replacement, parking lot repairs/replacement, office space and HVAC, electrical, communication, plumbing, and fire protection systems.

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

This project will complete the renovations of Nose Dock 785

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

**Total Funding Requested:** \$119,645.32                      **Account #** H-488

**Oneida County Dept. Funding Recommendation:** \$119,645.32

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

**Federal:** \$ 107,680.78              **State:** \$5982.27              **County:** \$5982.27

**O.C. Department Staff Comments:** This project is an FAA AIP project funded at 90% Federal, 5% NY State and 5% Oneida County. The project will not move forward unless we receive a Grant offer.

**CONSULTANT AGREEMENT**

**FOR**

**CONSTRUCTION OBSERVATION & ADMINISTRATION**

**OF THE**

**PHASE II REHABILITATION OF HANGAR**

**BUILDINGS NO. 785**

**AT**

**GRIFFISS INTERNATIONAL AIRPORT**

**ROME, NEW YORK**

**ONEIDA COUNTY CONTRACT NO. H13488CACI01**

**FAA AIP NO. 3-36-0119-XX-XX**

**NYSDOT NO. 2905.XX**

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**COST PLUS FIXED FEE CONSULTANT AGREEMENT  
FOR  
CONSTRUCTION OBSERVATION & ADMINISTRATION**

**PROJECT: Phase II of the Rehabilitation of Hangar Buildings 785  
Griffiss International Airport**

This Agreement, made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014, is by and between the County of Oneida, a New York municipal corporation, having an address at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "SPONSOR"), and C & S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

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

**ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED**

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

**ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE**

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

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

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

**Item II**—Actual Direct Nonsalary Costs incurred during the term of this Agreement, as defined in Schedule(s) "B", which is attached hereto and made a part hereof, all subject to audit.

**Item III**—Overhead Allowance based on agreed upon overhead during the term of this Agreement, as

set forth in Schedule “C”, which is attached hereto and made a part hereof.

**Item IV—Fixed Fee**—A negotiated lump sum fee, which in this Agreement shall equal \$12,921.70. This Fixed Fee is not subject to audit, and is not subject to review or modification unless the SPONSOR determines that such review or modification is justifiable and advisable.

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

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

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

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

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

The maximum amount payable under this Agreement, including the CONSULTANT’s fixed fee, shall be **\$ 119,645.32** unless there is a substantial change in the scope, complexity, character, or duration\* of the Basic Services.

\*Duration is applicable to construction observation only.

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

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT’s invoice therefor, then the CONSULTANT may, after giving seven (7) days’ notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the time schedule set forth in Schedule(s) “A” and compensation set forth in Schedule(s) “B” hereto shall be equitably adjusted to compensate for the period of suspension.

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

The standard of care for all engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, the NYSDOT, and the FAA, if any, for projects of a type similar to this Project. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible, then the CONSULTANT shall advise the SPONSOR of such conflict or impossibility. The CONSULTANT and the SPONSOR shall then meet to resolve such conflict or address such impossibility. In the event that such conflict cannot be resolved in consonance with the CONSULTANT's standard of care or such impossibility cannot be addressed in consonance with the CONSULTANT's standard of care, then the CONSULTANT and the SPONSOR shall terminate this Agreement and enter into a reformed Agreement with adjustments to the services to be performed and the compensation to be paid or terminate this Agreement pursuant to the terms and conditions set forth in Article 12 hereinafter

**ARTICLE 4—ENTIRE AGREEMENT**

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

**ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES**

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

**ARTICLE 6—CONSULTANT LIABILITY**

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



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

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

The provisions of this Article 6 shall survive termination or expiration of this Agreement.

#### **ARTICLE 7—LABOR LAW REQUIREMENTS**

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

#### **ARTICLE 8—NONDISCRIMINATION PROVISIONS**

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

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

#### **ARTICLE 9—WORKER’S COMPENSATION AND LIABILITY INSURANCE**

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of New York. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article. All policies shall provide for a 30-day notice of policy cancellation to the SPONSOR (except 10 days’ notice should be provided for cancellation due to non-payment of premiums).

The kinds and amounts of insurance required are as follows:

- A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of

any applicable worker's compensation or disability benefits law, including for the State of New York Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.

- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT's obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.
1. Liability insurance issued to and covering the liability of the CONSULTANT's subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
  2. Protective liability insurance with the same endorsements and limits equal to or exceeding those required of the CONSULTANT as set forth hereinabove issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
  3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

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

#### **ARTICLE 10—ASSIGNMENT REQUIREMENTS**

The CONSULTANT specifically agrees that:

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

## ARTICLE 11—ADDITIONAL SERVICES

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

## ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

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

B. TERMINATION

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

1. **For Cause:**

- a. By either party upon thirty (30) days’ prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days’ written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT’s responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT’s services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT’s control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.

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

C. PAYMENTS UPON TERMINATION

1. **For Cause:**

- a. By the SPONSOR: If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for cause during any phase of Basic Services, the CONSULTANT will also be paid for such

services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) "B". The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.

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

## 2. For convenience

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

## ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than ninety (90) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

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

**ARTICLE 14—INTERCHANGE OF DATA**

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

**ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS**

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

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

**ARTICLE 16—CODE OF ETHICS**

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

**ARTICLE 17—INDEPENDENT CONTRACTOR**

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

**ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS**

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

## **ARTICLE 19—NEW YORK STATE PARTICIPATION**

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

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

## **ARTICLE 20-FEDERAL PARTICIPATION**

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

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

## **ARTICLE 21—MISCELLANEOUS**

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, vendors, agents, officers, and employees, to comply with applicable laws in the jurisdiction in which the Project is located.
- B. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party), and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless. Either party may change its address for notice by giving notice to the other in accordance with the terms of this paragraph.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.

- F. The SPONSOR acknowledges that:
- The CONSULTANT is not recommending any action to the SPONSOR or other obligated person hereunder that would cause the CONSULTANT to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);
  - The CONSULTANT does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to the SPONSOR or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and
  - The SPONSOR or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that the SPONSOR or other obligated person deems appropriate before acting on this information or material.
- G. As the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Project Contractor's method of determining prices, or over competitive bidding or market conditions, the CONSULTANT's opinions of probable Project Costs and Construction Costs, if required as part of the Scope of Services for the Project, are to be made on the basis of experience and qualifications and represent the CONSULTANT's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the CONSULTANT cannot and does not guarantee that proposals, bids, or actual Project Costs or Construction Costs will not vary from opinions of probable cost prepared by the CONSULTANT.

#### **ARTICLE 22 — SUBCONSULTANTS/SUBCONTRACTORS**

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

#### **ARTICLE 23 — FORCE MAJEURE**

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

#### **ARTICLE 24 — DISPUTE RESOLUTION**

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

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

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

**SPONSOR**  
**ONEIDA COUNTY, NEW YORK**

**CONSULTANT**  
**C & S ENGINEERS, INC.**

**By:** \_\_\_\_\_  
 Anthony J. Picente

**By:** \_\_\_\_\_  
 Jeffrey D. Palin

**Title:** County Executive

**Title:** Manager, Facilities Services Group

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

**Date:** 11/18/11

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney



## SCHEDULE A

### SCOPE OF SERVICES

**Project Title:** Phase II of the Rehabilitation of Hangar Buildings 785  
**Airport Name:** Griffiss International Airport  
**Services Provided:** Construction Observation & Administration

**Project Description:**

The CONSULTANT shall provide the following services, including construction contract administration and full time construction observation, during construction of the Rehabilitation of Hangar exterior and interior Buildings 785. The Project will be constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and the New York State Department of Transportation (NYSDOT).

The project generally includes exterior siding, window, doors and parking lot rehabilitation and interior finishes, i.e. lighting, hvac of building 785

CONSULTANT shall provide the following services:

**CONSTRUCTION CONTRACT ADMINISTRATION PHASE**

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the NYSDOT and the FAA during the construction of the Project. Construction Contract Administration includes the following services:

1. Provide consultation and advice to the SPONSOR during construction, including the holding of a pre-construction conference, bi-weekly construction coordination meetings, and other meetings required during the course of construction. Prepare and distribute minutes of all meetings.
2. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
3. Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
4. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
5. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
6. Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the resident inspector based upon Contractor-provided information.
7. Prepare reimbursement request packages; coordinate their execution by the SPONSOR; and submit to the funding agencies.
8. Conduct pre-final and final inspections of the completed Project with the SPONSOR's airport personnel, the FAA, and the Contractor.

9. Issue certificates of construction completion to the SPONSOR, the FAA, and the NYSDOT.
10. Perform an orderly closeout of the Project as required by the SPONSOR, the FAA, and the NYSDOT.
11. Provide assistance to the SPONSOR as a witness in any litigation that may arise from the development or construction of the Project. Payment for this service will be as stated in Article 2(A), Item V, of the CONSULTANT Agreement for the Project, of which this Schedule forms a part.

#### **CONSTRUCTION OBSERVATION PHASE**

The construction observation phase shall consist of construction observation by a full-time resident engineer or inspector and supporting staff who will also:

1. Maintain a Project record in accordance with the Manual of Uniform Record Keeping (MURK) requirements of the NYSDOT for aviation capital projects.
2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
3. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the resident engineer or inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor nor make Consultant responsible for, Contractor's obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
4. Attend and conduct pre-construction, pre-paving and pre-installation conferences; weekly progress meetings; and final inspection of the completed Project.
5. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent; measure, compute, or check quantities of Work performed and quantities of materials in-place for partial and final payments to the Contractor.
6. Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, the NYSDOT, and the FAA.
7. Prepare, review, and approve monthly and final payments to Contractor(s).
8. Prepare and implement a Quality Control and Assurance Plan as required by the FAA for monitoring material requirements and properties throughout the course of construction.

The CONSULTANT agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period, estimated to be as follows:

**Pre-Construction:** Construction Supervisor = 20 hours

Senior Project Engineer = 40 hours

**Construction:** Construction Supervisor 24 weeks @ 6 hours/wk = 144 Hours

Chief Inspector 24 weeks @ 40 hours/wk =560 Hrs

Administrative Assistant = 12 hours

Service Group Manager = 4 hours

Managing Engineer = 4 hours

Senior Project Engineer =100 hours

Senior/Managing Architect = 80 hours

Project Engineer = 20 hours

Grants Administrator =80 hours

**Post Construction:** Construction Supervisor =36 hours

Administrative Assistant = 12 hours

## **RESPONSIBILITIES/DUTIES OF INSPECTION STAFF**

### **RESPONSIBILITIES/DUTIES OF INSPECTION STAFF**

In general, the on-site inspection staff is responsible for monitoring construction activity on a project and documenting their observations in a formal project record.

The following are the records and duties of the inspection staff:

1. Keep Daily Project Diary and Reports in Primavera Contract Manager
2. Monitor Submittals and Maintain Submittal Log in Primavera Contract Manager
3. Monitor Requests for Information (RFIs) and Maintain RFI Log in Primavera Contract Manager
4. Schedule / Coordinate 3<sup>rd</sup> party Construction Material Testing and Project Monitoring
5. Preparation of FAA Bi-Weekly Reports
6. Review Subcontractor approval forms
7. Conduct Wage Rate Interviews with prime/subcontractors employees
8. Conduct Project meetings with Sponsor and Contractors and prepare and disseminate minutes
9. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
10. Review and Recommend Periodic Payment Requests from Contractor
11. Preparation and review of Change Orders/Force Account Work

The Resident Inspector will assist the SPONSOR and Contractor regarding construction activity as it relates to aircraft operations and coordination of Notice to Airmen (NOTAMS) as required.

END OF SCHEDULE



# ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B" INSPECTION PHASE

PROJECT NAME: Phase II Rehabilitation Nose Dock Hangar 785  
 PROJ DESCRIPTION

DATE: 18-Nov-14  
 A/E: C & S ENGINEERS, INC.

CLIENT: Oneida County  
 CLIENT MANAGER: Chad Lawrence

PROJECT NO:  
 C&S CONTACT: Ralph Napolitano

**I. ESTIMATE OF DIRECT SALARY COSTS:**

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	ESTIMATED @ HOURS	ESTIMATED COST
A. SERVICE GROUP MANAGER	\$75.90	\$65.70	X 16 =	\$1,051.20
B. DEPARTMENT MANAGER	\$72.80	\$57.20	X 16 =	\$915.20
C. MANAGING ENGINEER	\$66.00	\$49.60	X 4 =	\$198.40
D. CHIEF/PRINCIPAL ENGINEER	\$56.20	\$53.40	X 0 =	\$0.00
E. SENIOR PROJECT ENGINEER	\$45.10	\$40.80	X 40 =	\$1,632.00
F. PROJECT ENGINEER / ENV SCIENTIST	\$40.50	\$31.40	X 0 =	\$0.00
G. ENGINEER	\$36.10	\$27.50	X 0 =	\$0.00
H. STAFF ENGINEER	\$28.70	\$26.20	X 40 =	\$1,048.00
I. SENIOR DESIGNER	\$37.20	\$30.50	X 0 =	\$0.00
J. DESIGNER	\$31.80	\$24.70	X 0 =	\$0.00
K. CADD OPERATOR	\$23.30	\$21.10	X 0 =	\$0.00
L. ADMINISTRATIVE ASSISTANT	\$24.40	\$20.80	X 0 =	\$0.00
M. GRANTS PROGRAM MANAGER	\$44.20	\$42.20	X 0 =	\$0.00
N. GRANTS ADMINISTRATOR	\$37.20	\$35.40	X 24 =	\$849.60
O. ASSISTANT GRANTS ADMINISTRATOR	\$24.20	\$23.60	X 8 =	\$188.80
P. MANAGING PLANNER	\$56.40	\$49.20	X 0 =	\$0.00
Q. SENIOR PROJECT PLANNER	\$39.20	\$38.20	X 0 =	\$0.00
R. PLANNER	\$30.80	\$28.90	X 0 =	\$0.00
S. STAFF PLANNER	\$28.70	\$26.20	X 0 =	\$0.00
T. SENIOR/MANAGING ARCHITECT	\$50.60	\$46.80	X 40 =	\$1,872.00
U. PROJECT ARCHITECT	\$40.50	\$31.40	X 0 =	\$0.00
V. GEOLOGIST	\$28.20	\$27.50	X 0 =	\$0.00
W. ENVIRONMENTAL SCIENTIST	\$44.10	\$32.20	X 0 =	\$0.00
X. SENIOR CONSTRUCTION SUPERVISOR	\$64.10	\$62.50	X 96 =	\$6,000.00
Y. CONSTRUCTION SUPERVISOR	\$45.80	\$43.60	X 0 =	\$0.00
Z. RESIDENT ENGINEER	\$45.20	\$44.00	X 0 =	\$0.00
AA. CHIEF INSPECTOR	\$39.00	\$36.30	X 560 =	\$20,328.00
BB. SENIOR INSPECTOR	\$30.80	\$30.00	X 0 =	\$0.00
CC. INSPECTOR	\$23.90	\$23.30	X 0 =	\$0.00
DD. JUNIOR INSPECTOR	\$21.00	\$20.00	X 0 =	\$0.00
EE. SENIOR TECHNICAL ADMINISTRATOR	\$31.30	\$30.10	X 80 =	\$2,408.00
FF. SENIOR GIS ANALYST	\$27.10	\$26.40	X 0 =	\$0.00
GG. PROJECT LANDSCAPE ARCHITECT	\$33.70	\$32.80	X 0 =	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$36,491.20

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

171.00% \$62,399.95

**III. SUBTOTAL OF ITEMS I & II:**

\$98,891.15

**IV. ESTIMATE OF DIRECT EXPENSES:**

A.	TRAVEL, BY AUTO:	70 TRIPS @	90 MILES/TRIP @	\$0.560 =	\$3,528.00
B.	TRAVEL, ON SITE, BY AUTO:	0 DAYS @	0 MILES/DAY @	\$0.560 =	\$0.00
C.	TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00 =	\$0.00
D.	PER DIEM:	0 DAYS @	0 PERSONS @	\$129.00 =	\$0.00
E.	CELL PHONE:		0 MONTHS@	\$200.00 =	\$0.00
F.	MISCELLANEOUS:			=	<u>\$142.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$3,670.00

**V. FIXED FEE (PROFIT, LUMP SUM):**

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$14,833.67
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$550.50</u>

TOTAL FIXED FEE: \$15,384.17

**VI. SUBCONTRACTS:**

A.	ASBESTOS TESTING:				
B.	ESTIMATE OF CONSTRUCTION TESTING SERVICES:				
1	ASPHALT TECHNICIAN (PLANT):	0	DAYS @	\$650.00 =	\$0.00
2	SOILS/CONCRETE TECHNICIAN:	2	DAYS @	\$600.00 =	\$1,200.00
3	ADDITIONAL PAVEMENT CORES:	0	EACH @	\$50.00 =	\$0.00
4	TRIP CHARGE:	0	EACH @	\$60.00 =	\$0.00
5	MECHANICAL ANALYSIS:	2	EACH @	\$35.00 =	\$70.00
6	HYDROMETER ANALYSIS:	2	EACH @	\$60.00 =	\$120.00
7	ATTERBERG LIMITS:	2	EACH @	\$55.00 =	\$110.00
8	LABORATORY PROCTORS:	2	EACH @	\$100.00 =	\$200.00
9	CONCRETE COMPRESSIVE STRENGTH:	0	EACH @	\$6.00 =	\$0.00
10	CONCRETE FLEXURAL STRENGTH:	0	EACH @	\$6.00 =	\$0.00
11	TOPSOIL (pH):	0	EACH @	\$15.00 =	\$0.00
12	LA ABRASION:	0	EACH @	\$180.00 =	\$0.00
13	MAGNESIUM SULFATE SOUNDNESS:	0	EACH @	\$185.00 =	\$0.00
14	NATURAL MOISTURE CONTENT:	0	EACH @	\$6.00 =	\$0.00

TOTAL ESTIMATED CONSTRUCTION TESTING SERVICES: \$1,700.00

**VII. TOTALS:**

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u><u>\$119,645.32</u></u>
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**SCHEDULE "C"**

**C&S ENGINEERS, INC  
 AGREED OVERHEAD**

	<b>ALLOWABLE COST</b>	<b>% OF DIRECT LABOR</b>
<b>SALARY OVERHEAD (PAYROLL BURDEN)</b>		
Vacation & Holiday	2,400,000.00	16%
Sick & Personal	470,000.00	3%
FICA Taxes	2,000,000.00	14%
U. E. Taxes	300,000.00	2%
WC Insurance	120,000.00	1%
Group Insurance	1,600,000.00	11%
Bonus	810,000.00	16%
Employee Benefits	660,000.00	4%
Payroll Preparation	30,000.00	0%
<b>TOTAL SALARY OVERHEAD</b>	<b>8,390,000.00</b>	<b>57%</b>
 <b>GENERAL &amp; ADMINISTRATIVE OVERHEAD</b>		
Indirect Labor	3,700,000.00	25%
Clerical & Administrative	1,800,000.00	12%
Project Development	3,100,000.00	21%
Training & Recruitment	420,000.00	3%
Office Supplies & Equipment Leases	1,800,000.00	12%
Travel & Auto Expenses	850,000.00	6%
Insurance	290,000.00	2%
Depreciation	700,000.00	5%
Rent , Janitorial, & Maintenance	2,130,000.00	14%
Utilities	150,000.00	1%
Telephone	350,000.00	2%
Dues & Fees	480,000.00	3%
Workshops, Seminars, & Education	380,000.00	3%
Legal & Accounting	160,000.00	1%
<b>TOTAL GENERAL &amp; ADMINISTRATIVE</b>	<b>16,310,000.00</b>	<b>111%</b>
 <b>TOTAL OVERHEAD</b>	<b>24,700,000.00</b>	<b>168%</b>
 <b>TOTAL DIRECT LABOR</b>	<b>14,700,000.00</b>	

## SCHEDULE "D"

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

**SELECTION OF CONSULTANTS**

Oneida County

*(Sponsor)*

Griffiss International Airport

*(Airport)*

146.109

*(Project Number)*

*(Work Description)* Phase II of the Rehabilitation of Hangar Buildings 785

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

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

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



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

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

Oneida County, N.Y.

.....  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature)*

Mr. Chad Lawrence

.....  
*(Typed Name of Sponsor's Designated Official Representative)*

Deputy Commissioner of Aviation

.....  
*(Typed Title of Sponsor's Designated Official Representative)*

.....  
*(Date)*

END OF SCHEDULE

## **SCHEDULE E**

**(RESOLUTION TO BE INSERTED)**

## SCHEDULE G

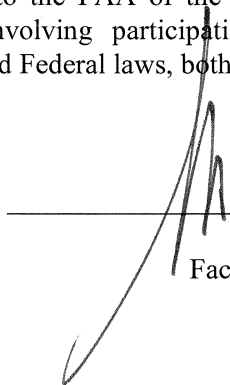
### CERTIFICATION OF CONSULTANT

I hereby certify that I am the Manager of the Facilities Service Group and a duly authorized representative of the firm of C&S Engineers, Inc., whose address is 499 Col. Eileen Collins Blvd., Syracuse, New York, 13212 and that neither I nor the above firm I here represent has:

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

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

11/12/11  
Date

  
Jeffrey D. Palin  
Facilities Service Group Manager

END OF SCHEDULE

**SCHEDULE H  
AIRPORT AID PROGRAM**

**CONTRACTOR CONTRACTUAL REQUIREMENTS**

**CIVIL RIGHTS ACT OF 1964, TITLE VI – 49 CFR PART 21**

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**Trade Restriction Clause**  
**49 CFR Part 30**

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

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

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

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

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

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

### **Breach of Contract Terms** **49 CFR Part 18.36**

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

## Davis – Bacon Act Provisions

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

## Special Grant Condition

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

### **TRAFFICKING IN PERSONS:**

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

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

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

END OF SCHEDULE

## SCHEDULE I

### NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

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

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

1. **Executory Clause.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **Non-Assignment Clause.** In accordance with Section 138 of the State Finance Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **Comptroller's Approval.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$5,000 (\$20,000 for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **Worker's Compensation Benefits.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **Non-Discrimination Requirements.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-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.
7. **Non-Collusive Bidding Requirement.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.



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

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

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

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

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

Contractor will include the provisions of "a", "b", and "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; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

of the contractor to establish to meet with the approval of the State.

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

19. Macbride Fair Employment Principles. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.
20. Omnibus Procurement Act of 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St --7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from: NYS Department of Economic Development Division of Minority and Women's Business Development 30 South Pearl St --2nd Floor Albany, New York 12245 Telephone: 518-292-5250 Fax: 518-292-5803 <http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million: a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State; (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. Reciprocity And Sanctions Provisions. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.
22. Compliance with New York State Information Security Breach and Notification Act. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).
23. Compliance with Consultant Disclosure Law. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.
24. Procurement Lobbying. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made

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

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

END OF SCHEDULE

**ADDENDUM**

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

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

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

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

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

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
    - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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

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



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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;

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

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

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

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

**10. Records.**

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

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

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

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

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

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

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

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

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

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

**C&S Engineers, Inc.**

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

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

Oneida County Executive

Name: Jeffrey D. Palin, P.E.

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney



# Griffiss International Airport



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

ANTHONY J. PICENTE, JR.  
County Executive

FN 20 15-061

RUSSELL STARK  
Commissioner of Aviation

December 1, 2014

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

AIRPORT

WAYS & MEANS

Re: Design Agreement for Phase 2 Nose Dock Rehabilitation.

Dear County Executive Picente,

Please consider acceptance of a consultant agreement with C&S Engineers in the amount of \$149,718.00.

The project generally includes upgrades and improvements to Nose Dock 785. The project includes siding replacement, parking lot repairs/replacement, office space and HVAC, electrical, communication, plumbing, and fire protection systems.

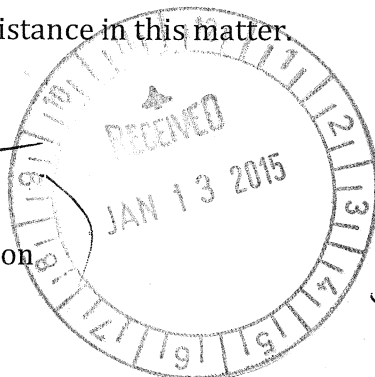
We have received a Federal Aviation Administration grant to complete this project Capital Account H-488

C&S will also provide State Environmental Quality Review (SEQR) and National Environmental Protection Agency (NEPA) review.

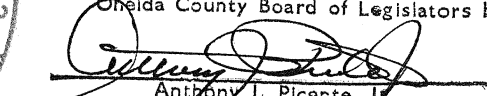
If you concur, please forward to the Board of Legislators for consideration.

Thank you for your assistance in this matter.

  
Russell Stark  
Commissioner of Aviation



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

  
Anthony J. Picente, Jr.  
County Executive

Date 1-13-15

Oneida Co. Department: Aviation

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS - SUMMARY**

**Name of Proposing Organization:** C&S Engineers, Inc  
499 Col. Eileen Collins Blvd  
Syracuse, NY 13212

**Title of Activity or Service:** Consultant Agreement Phase

**Proposed Dates of Operation:** May 2014-May -2016

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

**Summary Statements**

**1) Narrative Description of Proposed Services**

**2)** The project generally includes upgrades and improvements to Nose Dock 785  
The project includes siding replacement, parking lot repairs/replacement, office  
space and HVAC, electrical, communication, plumbing, and fire protection  
systems.

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

This project will complete the renovations of Nose Dock 785

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

**Total Funding Requested:** \$149,718.00                      **Account #** H-488

**Oneida County Dept. Funding Recommendation:** \$149,718.00

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

**Federal:** \$134,746.20              **State:** \$7,485.90              **County:** \$7,485.90

**O.C. Department Staff Comments:** This project is an FAA AIP project funded at 90%  
Federal, 5% NY State and 5% Oneida County. The project will not move forward unless we  
receive a Grant offer.

**LUMP SUM**  
**CONSULTANT AGREEMENT**  
**FOR**  
**DESIGN OF THE**  
**NOSE DOCK # 785 AND 786 PHASE II REHABILITATION**  
**PROJECT**  
**AT**  
**GRIFFISS INTERNATIONAL AIRPORT**  
**ROME, NEW YORK**  
**ONEIDA COUNTY CONTRACT NO. H14488CSD01**  
**FAA AIP NO. 3-36-0119-XX-XX**  
**NYS DOT NO. 2905.XX**

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ONEIDA COUNTY ADDENDUM	

# LUMP SUM CONSULTANT AGREEMENT

## FOR

## DESIGN SERVICES

**PROJECT: Airport Bldg Nose Dock# 785 and 786 Rehabilitation Phase II Project  
Griffiss International Airport**

This Agreement, made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014, is by and between the County Of Oneida, a New York Municipal corporation, having an address at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "SPONSOR"), and C & S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

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

### ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project more particularly described in Schedule "A", which is attached hereto and made a part hereof (the "Basic Services").

### ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE

The SPONSOR shall pay to the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services, a lump sum fee of **\$149,718.00**, which covers salaries of employees assigned to the Project, all indirect costs, all direct expenses, and profit. The maximum fee under this Agreement cannot be exceeded for any reason, unless Additional Services are authorized and performed in accordance with the provisions of Article 11 of this Agreement. The method of computation of the CONSULTANT's lump sum fee is prescribed in Schedule "B", which is attached hereto and made a part hereof.

Partial payments of the lump sum fee shall be made monthly on account. The portion of the fee billed for the CONSULTANT's Basic Services will be based upon the CONSULTANT's estimate of the proportion of the total Basic Services actually completed and expenses actually incurred at the time of billing. Payment of the final invoice will be made upon the substantial completion of the Basic Services covered by the lump sum fee.

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT's invoice therefor, then the CONSULTANT may, after giving seven (7) days' notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the time schedule and compensation set forth in Schedule "B" hereto shall be equitably adjusted to compensate for the period of suspension.

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

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

The standard of care for all engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, if any, for projects of a type similar to this Project. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible, then the CONSULTANT shall advise the SPONSOR of such conflict or impossibility. The CONSULTANT and the SPONSOR shall then meet to resolve such conflict or address such impossibility. In the event that such conflict cannot be resolved in consonance with the CONSULTANT's standard of care or such impossibility cannot be addressed in consonance with the CONSULTANT's standard of care, then the CONSULTANT and the SPONSOR shall terminate this Agreement and enter into a reformed Agreement with adjustments to the services to be performed and the compensation to be paid or terminate this Agreement pursuant to the terms and conditions set forth in Article 12 hereinafter.

**ARTICLE 4—ENTIRE AGREEMENT**

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

**ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES**

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

**ARTICLE 6—CONSULTANT LIABILITY**

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

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

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

#### **ARTICLE 7—LABOR LAW REQUIREMENTS**

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees.

#### **ARTICLE 8—NONDISCRIMINATION PROVISIONS**

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

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

#### **ARTICLE 9—WORKER’S COMPENSATION AND LIABILITY INSURANCE**

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

- A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of

any applicable worker's compensation or disability benefits law, including for the State of New York Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.

- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT's obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.
1. Liability insurance issued to and covering the liability of the CONSULTANT's subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
  2. Protective liability insurance with the same endorsements and limits equal to or exceeding those required of the CONSULTANT as set forth hereinabove issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
  3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

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

#### **ARTICLE 10—ASSIGNMENT REQUIREMENTS**

The CONSULTANT specifically agrees that:

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

#### **ARTICLE 11—ADDITIONAL SERVICES**



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

## ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

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

### B. TERMINATION

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

#### 1. For Cause:

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.

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

### C. PAYMENTS UPON TERMINATION

#### 1. For Cause:

- a. By the SPONSOR: If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for cause during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule "B". The CONSULTANT will also be paid for

the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.

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

## 2. For convenience

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

## ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than ninety (90) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

## ARTICLE 14—INTERCHANGE OF DATA

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

#### **ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS**

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

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

#### **ARTICLE 16—CODE OF ETHICS**

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended.

#### **ARTICLE 17—INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 18 – NOT USED**

#### **ARTICLE 19— NOT USED**

#### **ARTICLE 20—NOT USED**

#### **ARTICLE 21—MISCELLANEOUS**

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, vendors, agents, officers, and employees, to comply with applicable laws in the jurisdiction in which the Project is located.

- B. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above, and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless. Either party may change its address for notice by giving notice to the other in accordance with the terms of this paragraph.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.
- F. The SPONSOR acknowledges that:
- The CONSULTANT is not recommending any action to the SPONSOR or other obligated person hereunder that would cause the CONSULTANT to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);
  - The CONSULTANT does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to the SPONSOR or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and
  - The SPONSOR or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that the SPONSOR or other obligated person deems appropriate before acting on this information or material.
- G. As the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Project Contractor's method of determining prices, or over competitive bidding or market conditions, the CONSULTANT's opinions of probable Project Costs and Construction Costs, if required as part of the Scope of Services for the Project, are to be made on the basis of experience and qualifications and represent the CONSULTANT's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the CONSULTANT cannot and does not guarantee that proposals, bids, or actual Project Costs or Construction Costs will not vary from opinions of probable cost prepared by the CONSULTANT.

## **ARTICLE 22— SUBCONSULTANTS/SUBCONTRACTORS AND VENDORS**

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

**ARTICLE 23 — FORCE MAJEURE**

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent that such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strikes; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay.

**ARTICLE 24 — DISPUTE RESOLUTION**

- A. The SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under Section 24B below. The thirty-day period may be extended upon mutual agreement of the parties.
- B. If any dispute cannot be resolved pursuant to paragraph (A) above, and only if mutually agreed by SPONSOR and CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof (“disputes”) shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.
- C. Any dispute that cannot be resolved pursuant to paragraphs (A) and (B) above shall be adjudicated by a court of competent jurisdiction in Oneida County, New York.

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

**SPONSOR**

**Oneida County, New York**

**CONSULTANT**

**C & S Engineers, Inc.**

By: \_\_\_\_\_  
Hon. Anthony J. Picente

By: \_\_\_\_\_  
Jeffrey D. Palin, P.E.

Title: County Executive

Title: Manager, Facilities Services Group

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

Date: 11/18/14

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney

**SCHEDULE A**  
**SCOPE OF WORK**

**PROJECT TITLE: NOSE DOCK 785,786 PHASE II REHABILITATION PROJECT**  
**AIRPORT NAME: GRIFFISS INTERNATIONAL AIRPORT**  
**SERVICES PROVIDED: DESIGN**

**PROJECT DESCRIPTION:**

The CONSULTANT shall provide required professional services to design the renovations to Building 785,786 Phase II (the "Project").

Project generally includes upgrades and improvements to Buildings 785, 786 siding replacement, parking lot repairs/replacement, office space and HVAC, electrical, communication, plumbing, and Fire Protection Systems.

Professional services to be provided by the CONSULTANT shall include civil, electrical, structural, mechanical, and plumbing services, as applicable, required to accomplish the following items ("Basic Services"):  
The project schedule is anticipated to be as follows:

	<u>Anticipated Completion Date</u>
Contract Execution	May 1, 2014
Notice to Proceed Design (NTP)	May 1, 2014
Preliminary Design (50%)	June 1, 2014
Final Design	June 15, 2014
Quality Control Reviews, 100% Submittal	July 7, 2014
Advertise	July 7, 2014
Receive Bids	July 24, 2014
Board of Acquisition and Contracts	August 1, 2014
Contracts to County for execution/County legal	August 15, 2014
Receive contracts back from County	August 31, 2014
Pre-construction meeting	September 1, 2014
NTP	September 1, 2014
Substantial completion	May 1 2015 (180 working days)

**PRELIMINARY DESIGN PHASE**

The Preliminary Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, review of the preapplication, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the project are the following:

1. Schedule and conduct a pre-design meeting with the COUNTY to review the Scope of Services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the project.
3. Perform a preliminary Project site inspection to further familiarize the design team with building and major components.
4. Perform a preliminary environmental review, including the collection and review of available documents such as environmental studies, asbestos, and lead paint survey to identify potential impacts the Project may have on the environment.
5. Perform Code review in accordance with New York State current building code.
6. Preliminary design of interior hangar space. Specific items include the following:
  - Removal / replacement of insulation



- Rehabilitate toilet rooms
  - Repair Hangar floor and epoxy coat
  - Egress doors to be removed and replaced
  - Renovation of office areas
7. Preliminary design of HVAC system. Specific items include the following:
- Remove existing air handler units, hot water heaters, and all piping.
  - Provide new radiant gas heating system – through wall
  - Installation of exhaust fans
  - Installation of carbon monoxide detector
  - Installation of local exhaust system (bathrooms)
8. Preliminary design of plumbing system. Specific items include the following (shall be designed for seasonal shutdown):
- Remove all above slab water piping
  - Install new plumbing fixtures and Cu water service
  - Install meter and backflow preventer
  - Remove above slab sanitary piping
  - Provide new compressor and associated piping, quick connect, couplings
9. Preliminary design of electrical and lighting system upgrades. Specific items include the following:
- Remove existing electrical distribution center and replace with new service entrance rated distribution panelboard.
  - Re-feed existing locations from proposed panelboards.
  - Provide 480/277V primary, 120/208V secondary transformers.
  - Provide power and control for all proposed HVAC, Plumbing, Fire Protection, and Architectural loads.
  - Provide weather proof GFCI outlets.
  - Provide electric for hangar door.
  - Remove existing hangar lights and replace with high output T5 fluorescent fixtures.
  - Provide automatic lighting controls and dual level switching.
  - Install T5 HO fixtures with acrylic lenses in offices, and bathrooms.
  - Install full-cutoff metal halide wall packs on building exterior (photocell controlled).
  - Provide exit and emergency lighting.
  - Replace existing telephone/data wiring with CAT E6 wiring and jacks.
  - All wiring to be terminated at existing punch-down block location.
10. Preliminary design of Fire Alarm and fire Suppression Systems: Specific items to be included as follows: (Seasonal use)
- Hangar lower floor area to be protected by an automatic fire protection system
  - Installation of multiple wet standpipes
  - All other non-hangar related areas to be protected with a wet pipe automatic sprinkler system per NFPA 13.

- Installation of fully addressable, fire alarm system, including manual stations, smoke detectors, heat detectors, and audio/visual notification devices required by NFPA 72.
  - Installation of fire suppression contact panel, NEMA 3R.
11. Schedule and conduct a meeting with the SPONSOR to review the preliminary design.
  12. Prepare preliminary opinion of probable construction costs for each major element of the Project.

## **FINAL DESIGN PHASE**

The services included under this Phase shall generally consist of services required to furnish the COUNTY with a complete set of Contract Documents for the Project, including Final Plans, Specifications, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with COUNTY comments and then completion of the final design. Plans and Specifications will be completed; final design will be coordinated with the COUNTY; and a complete set of bid documents will be furnished to the COUNTY. A final opinion of probable construction cost will also be prepared and submitted. A final Construction Phasing and Operations Plan will be included as part of the specifications.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Final design of interior hangar space, including mezzanines (if included), office space, and bathrooms
2. Final design of HVAC.
3. Final design of plumbing system.
4. Final design of electrical and lighting system upgrades.
5. Final design of communication/security system.
6. Fire alarm and fire suppression systems.
7. Finalize General Specifications and prepare written Technical Specifications for all construction materials and installations. Finalize construction phasing and operations plan and include in Specifications.
8. Prepare final opinion of probable construction costs based upon the actual bid items and quantity takeoffs.
9. Submit draft final documents to COUNTY for final review and comment. Schedule and conduct draft final review meeting with COUNTY to discuss and resolve final comments.
10. Reproduce and submit sufficient copies of bid documents to COUNTY for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications.

## **BID PHASE**

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when the COUNTY publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the COUNTY during this Phase as required.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist COUNTY in the advertisement of the Project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
3. Schedule and conduct pre-bid conference(s) as requested by COUNTY and advise COUNTY on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the COUNTY'S approval.
5. Attend bid opening. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, eligibility certification, corporate bidder's certification, non-discrimination statement and nonsegregated facilities certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment, and financial statement. Formal contact of the contractor's references shall be made upon COUNTY'S request or if the contractor has no past working relationship with CONSULTANT and COUNTY.
6. Prepare a final bid tabulation, recommendation / rejection of award to the COUNTY, and a sample award letter.
7. Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract; review contractor's bonds, insurance certificates; review contractor's submission with COUNTY and coordinate COUNTY'S execution of the contract.
8. Coordinate Notice to Proceed (NTP) for construction.

**END OF SCHEDULE A-1**



ENGINEERS  
DESIGN BUILD  
TECHNICAL RESOURCES  
OPERATIONS

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

PROJECT NAME: Nose Dock 785,786 Rehab Phase II  
 PROJ DESCRIPTION Rehabilitation of Nose Dock Hangar to include  
 HVAC, electrical, plbg., fire protection, arch, structural  
 CLIENT: Oneida County  
 CLIENT MANAGER: Ralph Napolitano

DATE: 18-Nov-14  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO: 146.pro  
 C&S CONTACT: SHS

**I. DIRECT SALARY COSTS:**

	TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A.	SERVICE GROUP MANAGER	\$59.40	\$57.80	X	23	\$1,329.00
B.	MANAGING ENGINEER	\$55.20	\$42.70	X	75	\$3,203.00
C.	SENIOR PROJECT ENGINEER	\$42.40	\$35.80	X	200	\$7,160.00
D.	PROJECT ENGINEER	\$37.50	\$31.20	X	330	\$10,296.00
E.	ENGINEER	\$27.90	\$25.60	X	204	\$5,222.00
F.	STAFF ENGINEER	\$25.50	\$24.00	X	240	\$5,760.00
G.	SENIOR DESIGNER	\$30.30	\$28.70	X	0	\$0.00
H.	DESIGNER	\$24.30	\$21.50	X	200	\$4,300.00
I.	CADD DESIGNER	\$22.70	\$19.50	X	200	\$3,900.00
J.	CADD OPERATOR	\$22.10	\$19.20	X	0	\$0.00
K.	TECHNICAL TYPIST	\$23.40	\$21.00	X	40	\$840.00
L.	GRANTS ADMINISTRATOR	\$26.70	\$25.40	X	0	\$0.00
M.	MANAGER AIRPORT PLANNING	\$60.90	\$48.00	X	0	\$0.00
N.	SENIOR PLANNER	\$33.10	\$30.90	X	0	\$0.00
O.	PLANNER	\$30.90	\$27.20	X	0	\$0.00
P.	STAFF PLANNER	\$21.00	\$19.80	X	0	\$0.00
Q.	PROJECT ARCHITECT	\$34.80	\$32.80	X	140	\$4,592.00
R.	STAFF ARCHITECT	\$24.50	\$23.30	X	90	\$2,097.00
S.	SENIOR PROJ GEOLOGIST (SOILS ENG)	\$41.90	\$40.80	X	0	\$0.00
T.	GEOLOGIST	\$29.10	\$22.10	X	0	\$0.00
U.	SENIOR PROJECT SCIENTIST	\$41.80	\$39.80	X	0	\$0.00
V.	ENVIRONMENTAL SCIENTIST	\$26.90	\$25.20	X	0	\$0.00
W.	ENVIRONMENTAL ANALYST	\$23.20	\$20.50	X	0	\$0.00
X.	SENIOR CONSTRUCTION SUPERVISOR	\$53.60	\$46.60	X	0	\$0.00
Y.	RESIDENT ENGINEER	\$37.50	\$34.20	X	0	\$0.00
Z.	CHIEF INSPECTOR	\$32.00	\$28.90	X	0	\$0.00
AA.	SENIOR INSPECTOR	\$30.90	\$27.70	X	0	\$0.00
BB.	INSPECTOR	\$30.30	\$26.50	X	0	\$0.00
CC.	JUNIOR INSPECTOR	\$18.80	\$17.60	X	0	\$0.00
DD.	CONST RECORDS SPECIALIST	\$23.30	\$22.60	X	0	\$0.00
EE.	PARTY CHIEF	\$42.00	\$40.00	X	0	\$0.00
FF.	INSTRUMENT MAN	\$39.10	\$37.20	X	0	\$0.00
GG.	RODMAN	\$39.10	\$37.20	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$48,699.00

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

166.00% \$80,840.00

**III. SUBTOTAL OF ITEMS I & II:**

\$129,539.00

**IV. ESTIMATE OF DIRECT EXPENSES:**

A.	TRAVEL, BY AUTO:	10 TRIPS @	100 MILES/TRIP @	\$0.550	=	\$550.00
B.	TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00	=	\$0.00
C.	PER DIEM:	0 DAYS @	0 PERSONS @	\$91.00	=	\$0.00
D.	MISCELLANEOUS:				=	<u>\$100.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$650.00

**V. FIXED FEE (PROFIT, LUMP SUM):**

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$19,431.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$98.00</u>

TOTAL FIXED FEE: \$19,529.00

**VI. SUBCONTRACTS:**

A. ESTIMATE OF HAZARDOUS MATERIAL SURVEY: \$0.00

B. ESTIMATE OF SUBSURFACE INVESTIGATION & TESTS:

1	MOBILIZATION/DEMOBILIZATION:	LUMP SUM	=	\$0.00
2	PAVEMENT CORES:	0 EACH @	\$50.00 =	\$0.00
3	CONTINUOUS SAMPLING:	0 L.F. @	\$18.00 =	\$0.00
4	OBSERVATION WELL:	0 L.F. @	\$15.00 =	\$0.00
5	TEST PITS:	0 EACH @	\$250.00 =	\$0.00
6	FIELD CBR:	0 EACH @	\$250.00 =	\$0.00
7	FIELD DENSITY TESTS:	0 EACH @	\$35.00 =	\$0.00
8	MECHANICAL ANALYSIS:	0 EACH @	\$35.00 =	\$0.00
9	LABORATORY PROCTORS:	0 EACH @	\$100.00 =	\$0.00
10	LABORATORY CBR, 1 PT.:	0 EACH @	\$150.00 =	\$0.00
11	LABORATORY CBR, 3 PT.:	0 EACH @	\$350.00 =	\$0.00
12	ATTERBERG LIMITS:	0 EACH @	\$55.00 =	\$0.00
13	NATURAL MOISTURE CONTENT:	0 EACH @	\$6.00 =	\$0.00
14	HYDROMETER ANALYSIS:	0 EACH @	\$60.00 =	\$0.00

TOTAL ESTIMATED SUBSURFACE INVESTIGATION & TESTS: \$0.00

**VII. TOTALS:**

A. ESTIMATE OF MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE: **\$149,718.00**

## SCHEDULE "C"

### C&S ENGINEERS, INC

### AGREED OVERHEAD

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

## SCHEDULE "D"

<b>U.S. DEPARTMENT OF TRANSPORTATION          FEDERAL AVIATION ADMINISTRATION          AIRPORT IMPROVEMENT PROGRAM          SPONSOR CERTIFICATION</b>		
<b>SELECTION OF CONSULTANTS</b>		
<i>(Sponsor)</i>	<i>(Airport)</i>	<i>(Project Number)</i>
Oneida County	Griffiss International Airport	FAA No. 3-36-0119-XX-XX
<i>(Work Description)</i>		
Rehabilitation of Buildings 785,786 Phase II		

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

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

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

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

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

County of Oneida

Name of Sponsor

Chad Lawrence, – Airport Deputy Commissioner

Name and Title



Signature

12-1-2014

Date

**END OF SCHEDULE**



**SCHEDULE E**

**(RESOLUTION TO BE INSERTED)**

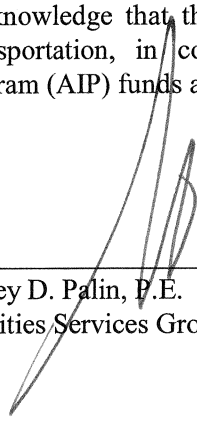
**SCHEDULE G**

**CERTIFICATION OF CONSULTANT**

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

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

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

  
\_\_\_\_\_  
Jeffrey D. Palin, P.E.  
Facilities Services Group Manager

11/18/11

\_\_\_\_\_  
Date

**END OF SCHEDULE**

## SCHEDULE H

### AIRPORT AID PROGRAM

#### Contractor Contractual Requirements

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

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

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

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

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds under this agreement.
2. **DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

#### Airport and Airway Improvement Act of 1982, Section 520

**General Civil Rights Provisions**  
**49 U.S.C. 47123**

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

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

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

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

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

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

- (1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

**Trade Restriction Clause**  
**49 CFR Part 30**

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or

subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

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

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

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

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

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

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

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

#### **Breach of Contract Terms 49 CFR Part 18.36**

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

#### **Davis – Bacon Act Provisions**

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

END OF SCHEDULE

## SCHEDULE I

### NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

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

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

1. **Executory Clause.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **Non-Assignment Clause.** In accordance with Section 138 of the State Finance Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **Comptroller's Approval.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$5,000 (\$20,000 for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **Worker's Compensation Benefits.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **Non-Discrimination Requirements.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-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.

7. **Non-Collusive Bidding Requirement.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
  
8. **International Boycott Prohibition.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 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 and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
  
10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
  
11. **Identifying Information and Privacy Notification:**
  - (a) **Federal Employer Identification Number and/or Federal Social Security Number.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal Employee Identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.
  
  - (b) **Privacy Notification.**
    - (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.



(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. Equal Employment Opportunities For Minorities And Women. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

Contractor will include the provisions of "a", "b", and "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; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. Conflicting Terms. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
14. Governing Law. This contract shall be governed by the laws of the State of New York except where the federal supremacy clause requires otherwise.
15. Late Payment. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
16. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

END OF SCHEDULE

**ADDENDUM**

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

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

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

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

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

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
    - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;

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

**5. Non-Assignment Clause.**

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



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

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

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

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

**10. Records.**

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

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

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

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

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

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

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

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

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

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

**C&S Engineers, Inc.**

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

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

Oneida County Executive

Name: Jeffrey D. Palin, P.E.

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

January 12, 2015

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

2015-062

Re: Work Order #29, Amendment 2  
Private property I/I Reduction Program Implementation-Phase 3  
GHD Consulting Services, Inc.

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente:

On March 29, 2013 the Master Agreement to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant between Oneida County and Shumaker Consulting Engineering and Land Surveying, PC was assigned to GHD Consulting Services, Inc. The Master Agreement calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

GHD has submitted for consideration Work Order #29, Amendment 2 which would cover Phase 3 of the implementation of a district-wide Private Inflow and Infiltration Reduction Program. Implementing this program in the Sauquoit Creek Pumping Station service area is a requirement of the current NYSDEC consent order. Furthermore, the program is being implemented district-wide due to concerns over capacity at the Oneida County Water Pollution Control Plant.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$106,000. Funding for this work order will come from the department 2015 operating budget as the program will now be implemented district-wide.

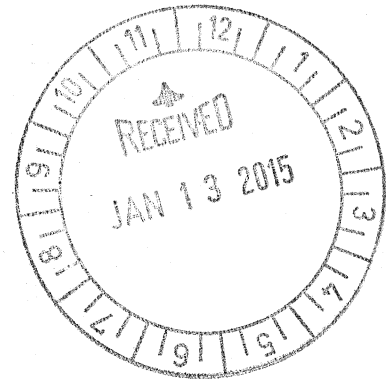
I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the February 11<sup>th</sup> Board meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.  
John J. LaGorga, P.E. – GHD Consulting Services, Inc.

Attachments: Six (6) copies of Work Order #29, Amendment 2  
Contract Summary Sheet



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

Date 1-13-15

Oneida Co. Department: WQ&WPC

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** Work Order #29, Amendment 2  
GHD Consulting Services, Inc.  
Private Property I/I Reduction Program  
Implementation-Phase 3

**Proposed Dates of Operation:** This work is planned for FY2015

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers the implementation of Phase 3 of a Private Inflow and Infiltration Reduction Program for the Oneida County Sewer District.

**2) Program/Service Objectives and Outcomes:** The objective of the work order is to advance the key programmatic elements as outlined in the proposed PPII Reduction Program dated June 29, 2012 as well as those that developed out of the 2013 PPII Working Group collaboration.

**3) Program Design and Staffing:** GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$106,000      **Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be provided by the Department 2015 operating budget as it is district-wide.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding will come through the sewer rates charged by the district.

**Cost Per Client Served:** \$0.96

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** Implementation of this program is required by the NYSDEC consent order for the Sauquoit Creek Pumping Station service area and is being implemented for rest of the district due to capacity concerns at the Oneida County Water Pollution Control Plant.





**WORK ORDER NO. 29  
AMENDMENT NO. 2**

**PRIVATE PROPERTY I/I REDUCTION PROGRAM IMPLEMENTATION – PHASE 3**

**I. PROJECT UNDERSTANDING**

The ability to reduce inflow and infiltration from the satellite sanitary sewer systems of the Oneida County Sewer District (District) is critical to meeting the District's overall sanitary sewer overflow (SSO) mitigation program. Addressing the private property contribution of I/I is a key aspect of the program. This includes the need to collect data through physical inspections of private property, development of programs for removing illegal sump pump, roof leader, and other non-sanitary sewage discharges to the sanitary system, and educating the public on the benefits of eliminating illegal connections. In 2013, a community-based Work Group was formed that is working closely with the District and consultant team to advance the implementation of initial elements of a private property I/I reduction program.

The intent of this amendment to Work Order 29 is to continue to provide the technical support necessary to build on the progress made in 2014 on the implementation of a private property I/I reduction program in 2015. This includes the development of some of the key programmatic elements as outlined in the proposed PPII Reduction Program dated June 29, 2012 as well as those that developed out of the 2014 PPII Working Group collaboration.

**II. SCOPE OF SERVICES**

**A. Task 5: PPII Working Group**

The Project Team will continue to collaborate with key community representatives who will be responsible for helping implement a community-based private property I/I reduction program. The June 29, 2012 Proposed PPII Framework plus topics of interest identified during the 2014 PPII Work Group sessions will be the basis for further developing the plan. Six (6) work sessions are anticipated over the course of 2015. Progress reports will be prepared following each work session and technical documents developed as program elements are designed. Additional support will include:

1. Technical guidance and direction to municipal representatives at Work Group meetings, as well as coordination and follow-up between work sessions.
2. Continued research of financing options for residential private property I/I repairs and improvements.
3. Steering Committee and/or subcommittee coordination.
4. Engineering/technical coordination relative to the private property I/I program implementation.

5. Coordinate with the CMOM working group for a joint speaking engagement involving a representative from a community that has implemented a successful CMOM and PPII program.

**B. Task 6: Data Collection Support Services**

An initial voluntary program of private property inspections began during 2014 with the goal of collecting data in select neighborhoods identified by the working group members where illicit private property connections to the sanitary sewer system are suspected to exist. Private property inspections will expand in 2015. Services will generally consist of the following:

1. Coordinate data collected by the municipalities with Oneida County Planning for entry into the appropriate Lucity inspection module. It is assumed that field inspections will be performed by municipal employees of each member municipality and not by Oneida County/District staff or its engineering consulting team.
2. Prepare for and conduct a joint training session for local municipal personnel on use of the data collection materials and private property inspection techniques.
3. For purposes of this Work Order, it is assumed that three (3) communities will perform the actual field work for private property I/I inspections in 2015. Engineering services will be limited to technical support to the municipal inspectors as well as receiving and coordinating the upload of inspection data to the project GIS server. Engineering services will not include conducting and/or coordinating the actual home/business inspections.

**C. Task 7: Private Property Inflow/Infiltration (I/I) Reduction Project Design**

Based on information obtained from Task 6, above or from institutional and historical knowledge, the Project Team will identify a neighborhood where a private property I/I reduction project, if constructed, will remove a significant quantity of I/I from the sanitary sewer system. The Project Team will design a project and seek funding sources for that specific project and position it for future funding. Services will consist of the following:

1. Engage the services of a NYS licensed land surveyor to perform a topographic survey of the neighborhood/streets where a project is to be constructed. The survey will locate topographic features such as streets, curbs, existing utilities, homes, fences, trees and shrubs, and a location for a storm sewer outfall.
2. Coordinate with municipal officials regarding the proposed storm sewer design, as it pertains to location, materials, discharge point, sump pump and roof leader locations, and other elements.
3. Using the topographic survey as a base map, design a sewer separation project that will accept discharges from roof leaders, sump pumps, or both in the selected project area.
4. Prepare a Basis of Design Report for the proposed project, including approximate volume of I/I potentially removed as a result of the project and construction cost estimates.

5. Develop 30% conceptual drawings for the purpose of applying for funding for the proposed project.
6. Identify and apply for funding on behalf of the project owning municipality.

**D. Task 8: Private Property Inflow/Infiltration (I/I) Community Education Program**

There continues to be great importance placed on the execution of a District-wide education program. As such, activities will continue to place emphasis on the Sauquoit Creek Pump Station Basin, but encourage participation throughout all member communities.

The goals of the community education program are to: provide understanding of the necessity of private property I/I reduction; increase receptiveness to voluntary participation in home inspections; provide residents with the information and resources to make their I/I improvements; measure program results in order to show the effectiveness of the program toward compliance with the NYSDEC consent order; and build a database of information that will serve as a helpful resource to homeowners and guide future efforts of the District and District municipalities.

The following provides more specific detail as to the services that will be provided:

**1. Community Education/Information**

- a) Develop detailed education and instructional materials for use by homeowners, businesses, and contractors regarding topics such as the negative impacts of private property I/I on the sewer system and ideas for additional corrective measures that can be undertaken by property owners. These will include but not be limited to PPII instruction flyers, door tags, direct mailings, informational handouts for use during inspections, and letters and notices regarding project activities.
- b) Coordinate development, planning and execution of community events to bring resident, business owner and media awareness to project importance.
- c) Facilitate community forums to educate residents regarding the problem and provide realistic solutions that may include demonstrations of the I/I issue, examples of residential and municipal-specific problems, and alternative approaches to resolving home/property I/I problems.
- d) Coordinate media relations and distribution of press releases.
- e) Maintain and further develop the private I/I consumer website ([rippleeffectOCSD.org](http://rippleeffectOCSD.org)) to meet advancing project needs.
  - 1) Manage content revisions as directed by County and consultation team leaders.
  - 2) Develop and post project information of importance to District residents, including progress reports, upcoming private I/I initiatives

such as home inspections, achievement of project milestones, cost and funding information, and other aspects of program implementation.

- 3) Develop visuals and other illustrative materials to deliver user-friendly, easy-to-understand content.

**E. Task 9: Project Management**

1. Project management will include staffing and resource allocation, sub consultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. Karl Schrantz, P.E. from O'Brien and Gere will be the Project Manager and Brian Whittaker, P.E. from O'Brien and Gere will be the Project Engineer for this Work Order. Nancy Pattarini and Catherine Manion will be the lead Project Coordinators from Paige Marketing Communications Group, Inc.

**II. SCHEDULE**

The work associated with this Work Order No. 29, Amendment No. 2 – Private Property I/I Reduction Program Implementation – Phase 3 will commence when authorized by Oneida County and will continue through December 31, 2015.

**III. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated as indicated in Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the GHD Consulting Services Inc, for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.
- D. Private Property I/I Reduction Program Implementation – Phase 2 budget will be closed out effective the close of business on December 31, 2014 with the balance of the unexpended budget applied to the District's fund balance.

**IV. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 29, Amendment No. 2 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**

**Client**

**GHD CONSULTING SERVICES INC.**

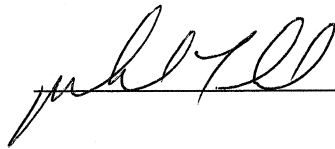
**COUNTY OF ONEIDA**

By: MICHAEL TAMBLIN, PE  
~~Howard LaFever, P.E.~~

By: Anthony J. Picente, Jr.

Title: Principal

Title: County Executive

Signature: 

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

Date: 1/12/15

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

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 O'BRIEN & GERE ENGINEERS, INC.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$236.00
Project Manager 1	\$178.00
Architect/Engineer/Scientist 3	\$137.00
Architect/Engineer/Scientist 2	\$115.00
Architect/Engineer/Scientist 1	\$94.00
Engineering Technician 3	\$103.00
Engineering Technician 2	\$84.00
Engineering Technician 1	\$72.00
Intern	\$41.00
Administrative Assistant	\$77.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**APPENDIX II  
RATE SCHEDULE**

**1.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.**

**1.1 Hourly Rates**

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$150.00
Web Developer	\$115.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Senior Public Relations Specialist	\$85.00
Public Relations Specialist	\$75.00
Account Coordinator	\$75.00
Production Specialist	\$75.00
Secretarial/Office Support	\$50.00

**1.2 Non-salary expenses and outside services attributable to the Project**

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Authorized mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

Fee Estimate  
Work Order 29  
Amendment 2

TABLE 1

Description	Task 5 PPI/ Working Group	Task 6 Data Collection Support Services	Task 7 PPI/ Reduction Project Design	Task 8 PPI/ Community Outreach	Task 9 Project Management	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Total Hrs	Billing Rate 2014	Total Cost	Subtotals	
<b>O'Brien &amp; Gere Engineers, Inc.</b>																
Senior Officer												0	\$236.00	\$0.00		
Project Manager 1	24	4	4		16							48	\$178.00	\$8,544.00		
Engineer 3	48	24	64	12	12							160	\$137.00	\$21,920.00		
Engineer/Scientist 2												0	\$115.00	\$0.00		
Engineer/Scientist 1	48	24	72	12								156	\$84.00	\$14,664.00		
Engineering Technician 3												0	\$103.00	\$0.00		
Engineering Technician 2			48									48	\$84.00	\$4,032.00		
Intern												0	\$41.00	\$0.00		
Administrative Assistant		8										8	\$77.00	\$616.00		
															<b>\$49,776.00</b>	
<b>GHD Consulting Engineers</b>																
Vice President/Tech. Advisor												0	\$236.00	\$0.00		
Associate												0	\$185.00	\$0.00		
Senior Project Manager												0	\$167.00	\$0.00		
Senior Engineer												0	\$180.00	\$0.00		
Project Manager												0	\$150.00	\$0.00		
Project Engineer I												0	\$121.00	\$0.00		
Engineer/Scientist II												0	\$107.00	\$0.00		
Secretarial/Word Processing												0	\$74.00	\$0.00		
															<b>\$0.00</b>	
<b>Brown and Caldwell</b>																
Vice President/Tech. Advisor												0	\$220.00	\$0.00		
Associate/Managing Engineer												0	\$186.00	\$0.00		
Principal Engineer												0	\$164.00	\$0.00		
Engineer/Scientist III												0	\$111.00	\$0.00		
Engineer/Scientist II												0	\$101.00	\$0.00		
Engineer/Scientist I												0	\$84.00	\$0.00		
Office Support												0	\$70.00	\$0.00		
															<b>\$0.00</b>	
<b>Paige Group</b>																
Principal	30											30	\$150.00	\$4,500.00		
Web Designer				15								15	\$115.00	\$1,725.00		
Account Planner	50	30		30	30							140	\$95.00	\$13,300.00		
Copy Writer												0	\$85.00	\$0.00		
Graphic Designer		15		15								30	\$85.00	\$2,550.00		
Sr. Public Relations Specialist	15	15	12	7	8							57	\$85.00	\$4,845.00		
Public Relations Specialist	15	15		7	8							45	\$75.00	\$3,375.00		
Account Coordinator	10			15								25	\$75.00	\$1,875.00		
Production Specialist	10	10		10	10							40	\$75.00	\$3,000.00		
Office Support	51											51	\$50.00	\$2,550.00		
															<b>\$37,720.00</b>	
<b>Subtotal Labor</b>	\$31,060.00	\$14,147.00	\$21,300.00	\$11,617.00	\$9,372.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	853			<b>\$87,496.00</b>	
<b>Direct Expenses</b>																
Travel	\$0.00	\$56.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$56.50		
Reproduction/Plotting	\$900.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,900.00		
Office Expenses	\$0.00	\$56.50	\$0.00	\$8,071.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$8,147.50		
Subcontractors	\$0.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$8,000.00		
															<b>\$18,504.00</b>	
<b>Subtotal Disbursements</b>	\$1,200.00	\$113.00	\$9,000.00	\$8,071.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				<b>\$18,504.00</b>	
<b>PROJECT TOTAL</b>	\$32,260.00	\$14,260.00	\$30,300.00	\$19,688.00	\$9,492.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				<b>\$106,000.00</b>	
														<b>ESTIMATED COMPENSATION</b>		<b>\$106,000.00</b>