



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION June 13, 2018

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2018-180 . . .	Ways & Means	
2018-181 . . .	Airport, Ways & Means.....	
2018-182 . . .	Airport, Ways & Means.....	
2018-183 . . .	Government Operations, Ways & Means	
2018-184 . . .	Government Operations, Ways & Means	
2018-185 . . .	Government Operations, Ways & Means	
2018-186 . . .	Public Works, Ways & Means.....	
2018-187 . . .	Public Works, Ways & Means.....	
2018-188 . . .	Public Works, Ways & Means.....	
2018-189 . . .	Public Works, Ways & Means.....	
2018-190 . . .	Public Works, Ways & Means.....	
2018-191 . . .	Public Works, Ways & Means.....	
2018-192 . . .	Public Works, Ways & Means.....	
2018-193 . . .	Public Works, Ways & Means.....	
2018-194 . . .	Public Safety, Ways & Means.....	
2018-195 . . .	Public Safety, Ways & Means.....	
2018-196 . . .	Public Safety, Ways & Means.....	
2018-197 . . .	Public Safety, Ways & Means.....	
2048-198 . . .	Public Safety, Ways & Means.....	
2018-199 . . .	Public Safety, Ways & Means.....	
2018-200 . . .	Public Safety, Ways & Means.....	
2018-201 . . .	Public Safety, Ways & Means.....	
2018-202 . . .	Public Safety, Ways & Means.....	
2018-203 . . .	Health & Human Services, Ways & Means	
2018-204 . . .	Health & Human Services, Ways & Means	
2018-205 . . .	Health & Human Services, Ways & Means	
2018-206 . . .	Health & Human Services, Ways & Means.....	
2018-207 . . .	Health & Human Services, Ways & Means.....	
2018-208 . . .	Health & Human Services, Ways & Means.....	
2018-209 . . .	Health & Human Services, Ways & Means.....	
2018-210 . . .	Health & Human Services, Ways & Means.....	
2018-211 . . .	Health & Human Services, Ways & Means.....	
2018-212 . . .	Economic Development & Tourism, Ways & Means.....	
2018-213 . . .	Economic Development & Tourism, Ways & Means.....	
2018-214 . . .	Public Safety, Ways & Means.....	

AVAILABLE ON WEBSITE ONLY
www.ocgov.net



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 18-180

May 7, 2018

WAYS & MEANS

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

**Re: Town of Verona
Agreement for 2018 Budget Appropriation**

Dear Honorable Members:

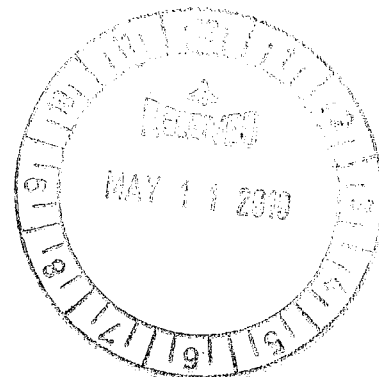
Please find enclosed, for your review and consideration, the agreement for the 2018 budget appropriation between the County and the Town of Verona.

The agreement proposes to provide \$250,000.00 in funding to the Town of Verona in accordance with the 2017 County budget.

I therefore respectfully request your Board accept and approve this contract for the 2018 budget appropriation. Thank you for your prompt attention to this matter.

Respectfully submitted,

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



Oneida Co. Department: Budget

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of Verona
6600 Germany Road
Durhamville, New York 13054

Title of Activity or Service: 2018 Budget Appropriation approved with the 2018 budget per BOL resolution #354 of 2017.

Proposed Dates of Operation: January 1, 2018 – December 31, 2018

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services:

Support the cost of providing municipal services to the citizens and businesses of Oneida County located in Verona, New York.

2) Program/Service Objectives and Outcomes:

To serve the citizens and businesses of Oneida County located in Verona, New York..

3) Program Design and Staffing: N/A

Total Funding Requested: \$250,000.00

Account # A1915.49585

Oneida County Dept. Funding Recommendation: \$250,000.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

AGREEMENT

THIS AGREEMENT (the "Agreement"), made this ____ day of _____, 2018, by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its office located at 800 Park Avenue, Utica, New York, hereinafter called the "County" and the Town of Verona, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its office located at 6600 Germany Road, Durhamville, New York, hereinafter called the "Town."

WHEREAS, the Town provides municipal services to the citizens, facilities and businesses of Oneida County located in Verona, New York; and

WHEREAS, the County deems it desirable to appropriate a sum of money to support the costs related to the Town's services to these citizens, facilities and businesses;

NOW, THEREFORE, pursuant to Oneida County Board of Legislators Resolution number 354 of 2017, the parties hereto, in consideration of the mutual covenants herein contained, do hereby agree as follows:

1. The Town agrees that it shall provide municipal services to the citizens, facilities and businesses situated within the Town during the year 2018.

2. The County agrees to pay to the Town the sum of two hundred and fifty thousand dollars (\$250,000.00), which will be used to support the costs of providing municipal services during the year 2018. Such payment shall be made by the County in four quarterly installments of \$62,500.00, after receipt of vouchers presented by the Town on forms prescribed by the County and after audit and approval by the County's Comptroller.

3. The Town agrees to submit a financial report covering its latest completed fiscal year, prepared in accordance with the generally accepted accounting procedures for governmental entities, and in full compliance with state and federal regulations. Such report shall be submitted to the County's Comptroller

as soon as practicable.

4. Officers, agents, directors and employees of the Town, in accordance with the status of the Town as an independent contractor, covenant and agree that they will conduct themselves consistent with such status; that they will neither hold themselves out as, nor claim to be, officers or employees of the County, and they will not make any claim, demand or application to, or for, any right or privilege applicable to an officer or employee of the County, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

5. This Agreement shall not be assigned or sublet by the Town without the consent, in writing, of the County.

6. The Town shall defend, indemnify and hold harmless the County and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature as a result of furnishing the services provided for in this Agreement.

7. In exchange for the County's above-stated obligations, the Town further agrees as follows:

- a.) It will not challenge nor will it directly or indirectly fund any challenge to the Secretary of the Interior's May 20, 2008 decision to accept land possessed by the Oneida Nation of New York ("Nation Land") into trust pursuant to 25 U.S.C. § 465, to any supplemental decision on any matter remanded by a court in connection with any challenge to that decision, or to any challenge to a transfer of excess land pursuant to 40 U.S.C. § 523.
- b.) It will not litigate, nor will it assist or fund, directly or indirectly, any further litigation of the hybrid tax grievance/declaratory judgment actions regarding state statutory property tax exemptions and other issues that were filed by the Oneida Nation of New York (the "Nation").
- c.) It will not engage in, nor shall it assist or fund, directly or indirectly, any administrative or judicial opposition or challenge to the Nation's application to

transfer Nation Land, subject to the Cap limitation specified in the Settlement Agreement, into trust pursuant to 25 U.S.C §465, or to any transfer of excess federal land within the Reservation to the Department of Interior to be held in trust pursuant to 40 U.S.C. § 523. "Settlement Agreement," as used herein, refers to the 2013 agreement entered into by New York State, the Oneida Nation, and Oneida and Madison Counties.

- d.) It will not judicially or administratively challenge, or in any way fund or assist others in challenging the Settlement Agreement.
- e.) In the event that the Town takes any such actions, the County's obligations hereunder shall cease and the Town shall, within thirty (30) days of demand therefor, refund to the County all payments previously made to the Town pursuant to this Agreement, and pursuant to similar agreements made since the Settlement Agreement took effect, with statutory interest. The County shall be entitled to seek injunctive relief enjoining the Town from taking or continuing such actions if such repayment is not timely made. This provision shall survive the termination or expiration of this Agreement regardless of the cause of such termination or expiration.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

By: _____
ANTHONY J. PICENTE, JR.
Oneida County Executive

TOWN OF VERONA

By: _____
SCOTT MUSACCHIO
Town Supervisor

Approved:

Robert E. Pronteau
Assistant County Attorney



Griffiss International Airport



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

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

FN 20 18-181

May 7, 2018

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

AIRPORT

WAYS & MEANS

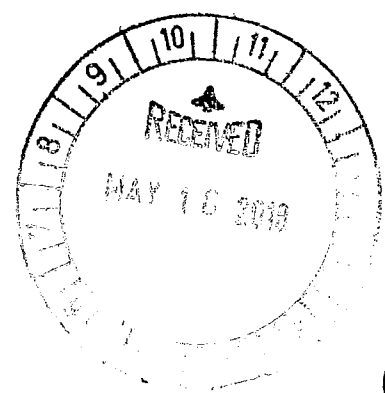
Dear County Executive Picente:

Enclosed, please find a proposed lease amendment between the County and Civil Air Patrol, Inc. The enclosed proposes to move Civil Air Patrol, Inc. to available space on the 1st floor of Building 100. Civil Air Patrol, Inc. was previously located on the 3rd Floor of Building 100, and moved to allow the County to complete demolition and renovations.

Thank you for your time and attention to this request. Should you have any questions or concerns, please do not hesitate to contact me. If the enclosed meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Chad Lawrence
Commissioner of Aviation



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

Anthony J. Picente, Jr.
County Executive
Date 5-14-18

Oneida Co. Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Civil Air Patrol, Inc.
592 Hangar Road
Rome, New York 13441

Title of Activity or Service: Lease Amendment

Proposed Dates of Operation: Execution to expiration of current lease

Client Population/Number to be Served:

Summary Statements

- 1) **Narrative Description of Proposed Services:** This is a lease amendment to change the location of tenant's rented space within the building commonly referred to as "Building 100".
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: N/A **Account :**

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

Griffiss International Airport



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

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (hereafter referred to as the "Lease Amendment") is made and entered into this _____ day of _____, 2018, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and **CIVIL AIR PATROL, INC.**, a federally chartered not-for-profit corporation under the provisions of 36 USC 201, (hereinafter referred to as "Tenant").

WHEREAS, the parties executed a lease agreement dated October 27, 2010 (hereinafter "Original Lease"), a copy of which is attached hereto and made a part hereof as **Attachment 1**; and

WHEREAS, the parties now wish to amend certain terms of the Original Lease;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and in consideration of the sum of \$1.00 lawful monies of the United States in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

I. Section 1(a) of the Original Lease shall be stricken in its entirety and replaced with the following:

Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, a total of 1,795+/- square feet of building space on the first floor within the building commonly referred to as "Building 100," situated at 592 Hangar Road, Rome, New York 13441, as is more particularly shown on **Exhibit A** annexed hereto and made a part hereof, hereinafter referred to as "Premises." The Premises shall be used by Tenant for the operation of a Civil Air Patrol Squadron.

II. The diagram entitled "THIRD FLOOR – BUILDING 100 CAP DESIGNATED USE SPACES" attached to the Original Lease shall be stricken in its entirety and the diagram attached hereto and made a part hereof as **Attachment 2** shall be substituted in its place, the same being the new depiction of space rented to Tenant by Landlord by this Lease Amendment.

III. All other terms and conditions of the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Lease Amendment which shall become effective as of the date first above written.

County of Oneida, Landlord

Civil Air Patrol, Inc., Tenant

By: _____
Anthony J. Picente, Jr.
County Executive

By: _____
print name:
Wing Commander

Approved:

Amanda Lynn Cortese
Special Assistant County Attorney

EXHIBIT "A" - GENERAL TERMS AND CONDITIONS

1. Permitted Uses; Prohibited Uses.

a. The Premises shall be used by CAP only for the purposes identified in the Agreement, and for no other use.

b. In that the Premises is located at the Griffiss International Airport, CAP shall not use the Premises and Ramp area in a manner that would violate the rules and regulations of the Federal Aviation Administration ("FAA") or the Griffiss International Airport. CAP acknowledges that CAP has conducted CAP's own investigation and has determined that the Premises is suitable for CAP's intended use. CAP shall have reasonably necessary rights of access across County's adjoining areas.

c. CAP will not make or permit any use of the Premises that would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any known federal, state, or county code, ordinance, or regulation; (3) intentionally injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or incur the County's liability under any laws relating to the use and storage of hazardous materials.

2. **Ingress and Egress.** CAP shall have reasonably necessary right of ingress and egress to the Premises. The premises adjacent to the CAP's Premises shall be and are deemed to be right-of-way and common areas to which the CAP shall have non-exclusive access to and use of for the term of this Agreement and any renewals thereof.

3. Insurance and Indemnification.

a. During the Term of the Agreement, including all renewals, CAP shall maintain, at CAP's own expense, for the benefit of CAP, and County as additional insured, a Comprehensive General Liability insurance policy, which coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, with minimum coverage of \$200,000 each person, \$500,000 each occurrence, and \$50,000 property damage for the purpose of insuring against liability for damage or loss to aircraft or other property and against liability for personal injury or death, arising from acts or omissions of CAP or CAP's agents, employees, or invitees. Such policy or policies shall contain a provision whereby County must receive at least thirty (30) days prior written notice of any cancellation of CAP's insurance coverage. Prior to the commencement of this Agreement, CAP shall deliver to County certificates, endorsements, or binders evidencing the existence of the insurance required herein.

b. Neither Party to this Agreement shall be liable for any neglect or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation as duly owed by one Party against the other or against a third party.

c. If either Party becomes aware of a claim or threatened claim involving the other Party, the Party with knowledge of the claim shall inform the other Party in writing within ten (10) days of receiving knowledge of the threatened claim.

4. Environmental Indemnity.

a. CAP shall not willfully permit the Premises to be contaminated with any environmental hazard and CAP shall not store hazardous waste or materials, contaminants, or flammable materials on the premises. If such environmental damage is discovered, and is confirmed by the New York Department of Environmental Conservation to have resulted during CAP's use, willfully from CAP's use, CAP shall promptly undertake and pursue reasonably appropriate steps to repair the damage upon written notice from the County.

5. **Obligations of County.** County will maintain the structural components of the Premises without additional cost to CAP. CAP shall have at all times the right of ingress to and egress from the Premises. To ensure this right, County shall make all reasonable efforts to keep adjacent areas to the Premises free and clear of all hazards and obstructions, natural or manmade.

6. Obligations of CAP.

a. **Storage.** The Premises shall be used only as described in the Agreement.

b. **Maintenance.** CAP shall maintain the Premises in a neat, clean and orderly condition.

c. **Damage.** CAP shall be responsible for all damage to the Premises caused by use or negligence by CAP, or CAP's agents, employees, or invitees. CAP shall be responsible for all damage to property, real or personal, located on or about the Premises caused by use or negligence by CAP, or CAP's agents, employees, or invitees. County reserves the right to make such repairs, at CAP's expense, which shall be approved by CAP in writing, prior

to such repair. CAP shall make no structural, electrical, or other modification to the Premises without first obtaining County's written permission (of which, such permission shall not be unnecessarily withheld) and obtaining any permits, if required.

d. **CAP's Personal Property.** All personal property placed or moved into the Premises shall be at the risk of CAP or owner thereof, and County shall not be liable for any damage to personal property, or to CAP, arising from any act of negligence of any other CAP or occupants at the Airport. CAP agrees and understands that CAP is responsible for the proper securing of personal property and shall further indemnify and hold County harmless for any damage or liability caused by improper securing of personal property. County shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored in the Premises is at CAP's sole risk.

e. **Compliance with Laws.** CAP agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies. CAP shall be responsible for obtaining and complying with all governmental permits required for CAP's use and occupancy of the Premises, if any. CAP further expressly represents, covenants, warrants, guarantees, and agrees that it shall exercise its best efforts to comply with all federal, state and local laws, ordinances, rules, and regulations protecting the environment. CAP agrees to keep itself reasonably informed of future changes in the existing environmental laws. CAP agrees to cooperate reasonably with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. **Surrender upon Termination.** On the termination of the Agreement, for any reason other than as a result of a default in performance by CAP, CAP shall immediately surrender possession of the Premises and shall remove aircraft and all other property therein, leaving the Premises in the same condition as when received, ordinary wear and tear expected. CAP shall be liable for any and all damage to the Premises caused by use or negligence by CAP or CAP's agents, employees, or invitees. If CAP fails to remove such items from the Premises and to repair such damage upon vacating the premises, then County may remove the items and repair the damages, and CAP shall pay the costs and expenses (if CAP does not contest) of such removal and repairs upon receipt of written notice.

g. **Compliance with All Resolutions, Rules, Regulations, and Standards.** CAP acknowledges that County operates an airport, and resolutions, rules, regulations, and standards must be adopted by County and modified from time to time in order to promote the orderly operation and development of the airport. Therefore, CAP agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by County, provided that such resolutions, rules, regulations, and standards are provided to CAP in writing and do not negatively affect CAP's mission. The parties agree that CAP's use of the Premises and any rights conferred to CAP in the Agreement shall be subject to County's minimum standards, as amended from time to time, provided that no such rules, regulations, or standards shall interfere with or cause any derogation or infringement with or upon the rights and privileges granted to CAP in the Agreement. CAP shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and CAP shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

h. **Signs.** CAP shall not erect or post any signs without the County's written permission, other than a sign indicating CAP is present at the location.

7. **Nondiscrimination.** Notwithstanding any other provision of this Agreement, during the performance of the Agreement, CAP for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for the Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises on the grounds of race, color, religion, sex, disability, age, or national origin.

b. In the construction of any improvements on, over, or under the Premises, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, or national origin.

c. CAP shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Agreement and to reenter and repossess the Premises and hold the premises as if the Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of

Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

8. Reservation of Rights by County.

a. **Development.** County reserves the right to further develop and improve the airport as County sees fit, without interference or hindrance, but taking into consideration the desires and views of CAP, and for purposes of developing and improving the airport, County reserves the right upon reasonable written notice to enter upon the Premises and make improvements to or on the Premises. County shall make every effort to minimize the disruption of normal airport usage during periods of repair or further development of the airport.

b. **Relocation.** County reserves the right upon thirty (30) days written notice to relocate CAP to a similar size Premises in other areas of the airport at County's sole expense.

c. **National Emergency.** County further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of the Agreement which are inconsistent with the lease to the government shall be temporarily suspended during the tenancy by the government.

9. Right of Access and Inspection.

a. County will retain access to the Premises.

b. County shall have the right at any time to enter the Premises for inspections, security, emergencies, or maintenance. Upon entrance to the Premises, the County shall inform CAP in writing of the date, time and duration of entrance.

10. Assurance Agreements. The Premises is subject to the terms of those certain assurances made to guarantee the public use of the airport as incident to grant agreements between Oneida County, New York, the State of New York, and the United States of America, as amended. The terms and provisions of the Agreement shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the assurance agreements and any existing or subsequent amendments to any of the provisions of the assurance agreements. County represents, certifies, and warrants to CAP that the terms and conditions of this Agreement do not presently so conflict with, and are not presently inconsistent with, any such assurances, and further represents, certifies, and warrants that if, at any time in the future, this Agreement or any part thereof should so conflict with or be inconsistent with any such assurances, CAP shall have the right of immediate unilateral termination of this Agreement.

11. Federal Aviation Administration Requirements. In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in the Agreement as a condition precedent to (1) the granting of funds for the improvement of the airport, or (2) as a condition precedent to compliance with FAA regulations or standards, CAP agrees to consent to such amendments, modifications, or changes to the Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall CAP be required pursuant to this paragraph to agree to an increase in the Rent provided for in the Agreement or to agree to a reduction in size of the Premises, or a change in the authorized use to which CAP has put the Premises without an adjustment in Rent.

12. Airspace. As a condition of the Agreement, County reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the airport. CAP expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height in compliance with Federal Aviation Regulations, Part 77. CAP agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

13. No Grant of Exclusive Right or Privilege. Notwithstanding anything contained in the Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under the Agreement are nonexclusive, and County reserves the right to grant similar privileges to another CAP or other CAPs on other parts of the airport. Nothing in the Agreement shall be construed as granting an exclusive right or privilege

other than the right of CAP to possess and to peacefully enjoy the use of the Premises in accordance with the Agreement.

14. Sub-Agreement, Sub-lease, and Assignment Prohibited.

a. CAP shall not sub-agreement or sub-lease the Premises or assign the Agreement without prior written approval of County, which approval will not be unreasonably withheld. CAP shall not either voluntarily, or by operation of law, assign, or transfer the interest granted by the Agreement or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership in CAP, without first obtaining the written consent of County, which consent will not be unreasonably withheld. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of County, constitute a default of the Agreement.

b. Regardless of County's consent, no subletting or assignment shall release CAP or Guarantor, if any, or any obligations and/or liabilities of CAP or Guarantor, if any, to pay the Rent and to perform all other obligations required of CAP by the Agreement. The acceptance of the Rent by County from any other person shall not be deemed to be a waiver by County of any provision of the Agreement. In the event of a default by any assignee or subtenant of CAP in the performance of any of the terms of the Agreement, County may proceed directly against CAP without the necessity of exhausting remedies against an assignee or subtenant.

15. Condition of Premises. CAP shall accept, and has accepted, the Premises in its present condition, AS IS, without any liability or obligation on the part of either County or CAP to make any alterations, improvements or repairs of any kind on or about the Premises.

16. Disclaimer of Warranty and Responsibility for Securing Aircraft. CAP accepts all facilities on the Premises on an "as is" basis. County hereby disclaims, and CAP accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and CAP assumes full responsibility to furnish any equipment necessary to properly secure CAP's aircraft (which will belong to CAP at the conclusion of this Agreement). CAP agrees and understands that CAP is responsible for the proper tie down or securing of aircraft. County shall not be liable for any loss from theft, vandalism (except due to the negligence of the County) or act of God, and all aircraft are stored or parked on the airport at CAP's sole risk.

17. Alterations; Liens.

a. CAP covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Premises without the prior written approval of County. All fixtures installed or additions and improvements made to the Premises shall become County's property and shall remain in the Premises at the termination of the Agreement without compensation or payment to CAP. CAP shall not suffer or permit any lien to be filed against the premises or any part of County's interest, by reason of work, labor, services or materials performed or supplied to CAP or anyone holding the premises or any part thereof under CAP. If any such lien is filed against the premises or County's interest, CAP shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.

b. CAP agrees to pay all lawful and valid liens affecting County's fee title to the Premises placed against CAP by its contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify County against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' fees incurred in the defense of any suit in discharging the Premises or any part thereof from any such liens, or lawful and valid judgments, or encumbrances caused by CAP.

c. CAP shall not have any authority to create any liens for labor or material in the Rent interest owned by County or County's interest in the property by any persons contracting with CAP for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Premises. All material men, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to CAP and to CAP's interests in the property in the Premises to secure the payment of any bill for work done or materials furnished at the request or instruction of CAP.

18. Events of Default by CAP. The occurrence of any of the following shall constitute an event of default under the Agreement:

a. CAP fails to perform or breaches any term, covenant, or provision of the Agreement, except the payment of money, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from County is delivered to CAP;

b. CAP is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), CAP makes a general or other assignment for the benefit of creditors, or CAP's assets or operations become subject to the control of a court-appointed receiver;

c. County determines that CAP is not in compliance with the terms of the Agreement on a routine or consistent basis.

19. Remedies on Default by CAP. In the event of any default of the Agreement by CAP, County shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, with notice and demand to CAP or Guarantor, if any:

a. County shall have the right to terminate the Agreement and to enter upon and take possession of the Premises and Ramp area and to remove the aircraft and any other property of CAP from the Premises and Ramp area without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession

b. Exercise by County of either or both of the rights specified above shall not prejudice County's right to pursue any other legal remedy available to County in law or equity, including, but not limited to, court costs and attorneys' Rents for bringing legal action against CAP. All of the foregoing rights, remedies, powers, and elections of County are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to County or of any damages occurring to County by reason of the violation of any of the provisions of the Agreement. Forbearance by County to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

c. CAP agrees that no assent, express or implied, by County to any breach of the Agreement by CAP shall be deemed to be a waiver of any succeeding breach by CAP.

d. All sums due under the Agreement shall be paid by CAP to County without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under the Agreement by County shall not be deemed to be a waiver of any preceding default by CAP of any term, covenant or condition of the Agreement, other than the failure to pay the particular Rents so accepted, regardless of County's knowledge of such preceding default at the time of accepting the Rents.

20. Waiver of Breach. CAP agrees that no assent, express or implied, by County to any breach of the Agreement by CAP shall be deemed to be a waiver of any succeeding breach by CAP.

21. Surrender at End of Agreement. CAP agrees upon termination of the Agreement for any reason to peaceably yield up to County the premises in neat and clean condition, with all debris removed, and in the same condition described above, fair wear and tear excepted.

22. Notices. All notices to the parties shall be sent or delivered to that party at the address first written for that party in the Agreement. All notices shall be in writing and shall be delivered either by hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

23. Miscellaneous Provisions.

a. **Successors Bound.** The Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of the Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.

b. **Construction of Agreement.** Words of any gender used in the Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in the Agreement are for convenience only and are not a part of the Agreement and do not in any way limit or expand the terms and provisions of the Agreement.

c. **Severability.** In the event that any provision of the Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or

modifications to the Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in the Agreement, and all other provisions of the Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from the Agreement and such severance shall not invalidate any other provision of the Agreement or the Agreement itself.

d. Joint Obligations. If there is more than one person or entity signing the Agreement as CAP, the obligations imposed by the Agreement on CAP shall be joint and several.

e. Entire Agreement. The Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Premises and Ramp area shall be effective for any purpose. CAP acknowledges that any representations, statements, or negotiations made by County or by any of County's staff, employees, counsel, or any other agent, do not suffice to legally bind County, unless such representations have been reduced to writing and fully executed by all of the parties.

f. Written Modifications. No provision of the Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.

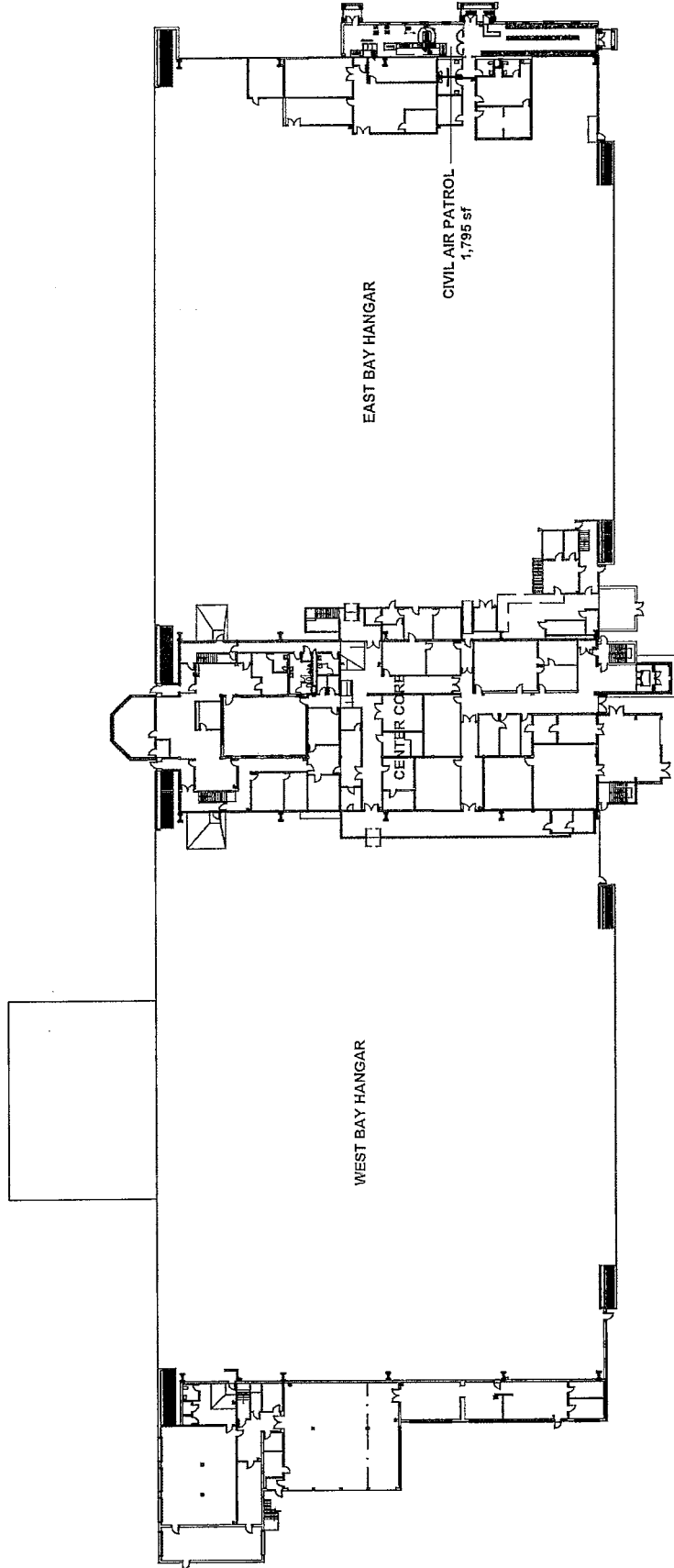
g. Venue; Law. Venue for all court proceedings to enforce or interpret the Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

h. Subordination. Upon request of County, CAP will execute a reasonable non-disturbance agreement concerning CAP's rights under the Agreement with respect to either the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution, or the requirements of any grant for funding that may be sought by County.

i. Relationship of Parties. CAP shall never at any time during the term of the Agreement become the agent of County, and County shall not be responsible for the acts or omissions of CAP or CAP's agents. Nothing in the Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of County and CAP.

j. Material Breach. The failure of either Party to comply with any Terms or Conditions of the Agreement, or of this Exhibit "A" to Agreement, shall be considered a material breach of the Agreement.

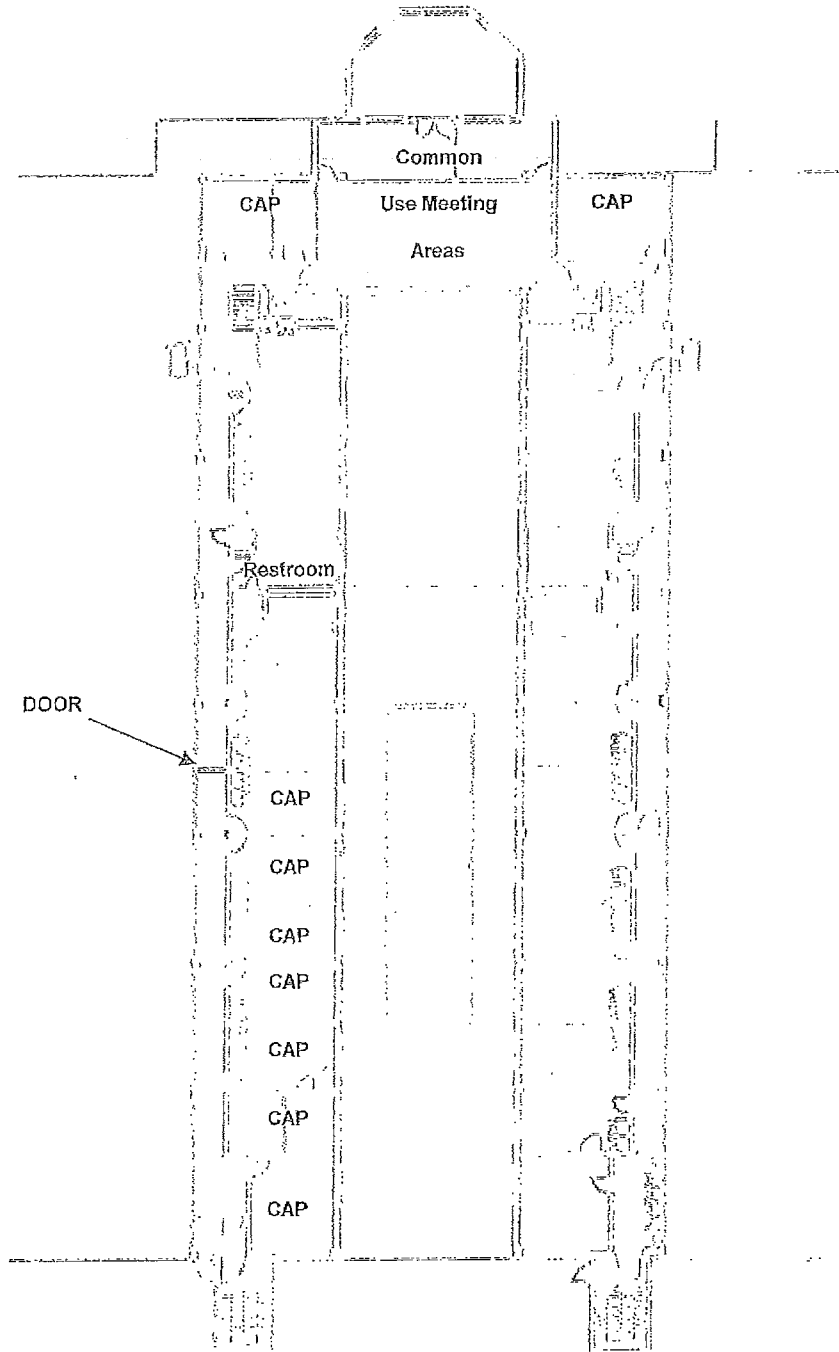
k. Recording. The Agreement shall not be recorded in the public records.



BUILDING 100
FIRST FLOOR PLAN

THIRD FLOOR – BUILDING 100

CAP DESIGNATED USE SPACES



Griffiss International Airport



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

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

FN 20 18-182

May 2, 2018

AIRPORT

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

WAYS & MEANS

Re: Lease Agreement – Luigi Bottini, Suite 232 Located in Bldg. 660

Dear County Executive Picente,

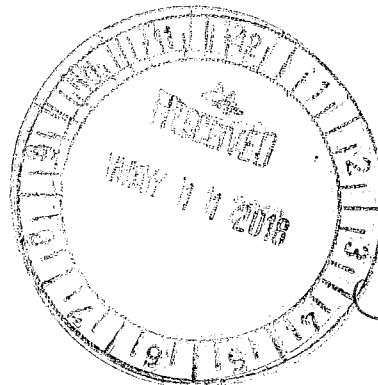
Please consider acceptance of this Lease Agreement between Griffiss International Airport and Luigi Bottini, 120 West Embargo Street, Rome, NY 13440

The lease agreement shall be for a period of one (1) year, commencing on March 1, 2018 and ending on February 28, 2019. Following the expiration of the initial term, each year for four (4) consecutive years this Lease Agreement shall automatically renew for an additional one (1) year term.

If you concur with this lease agreement, please sign and forward to the Board of Legislators for further consideration.

Sincerely,

Chad Lawrence
Commissioner of Aviation



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

Anthony J. Picente, Jr.
County Executive

Date 5-8-18

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: Luigi Bottini
120 West Embargo Street
Rome, New York 13440

Title of Activity or Service: Lease

Proposed Dates of Operation: March 1, 2018 to February 28, 2019 (Initial Term)

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services: This is a lease agreement 227 square feet of office space in Suite 234, 660 Hangar Road, Rome. The lease has a one (1) year term but is automatically renewed annually for up four additional one-year terms, unless notice to the contrary is received from the tenant.

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

3) Program Design and Staffing: N/A

Total Funding Requested: N/A -Revenue **Account #:**

Oneida County Dept. Funding Recommendation: \$4,086.00 in revenue for the initial term.

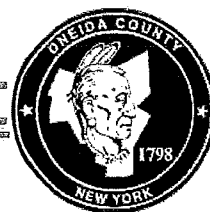
Proposed Funding Sources (Federal \$/ State \$/County \$): N/A

Cost Per Client Served: N/A

Past Performance Data: None

O.C. Department Staff Comments:

Griffiss International Airport



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

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation

LEASE AGREEMENT

This LEASE AGREEMENT (hereafter referred to as the "Lease Agreement") is made and entered into this _____ day of _____, 2018, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and Luigi Bottini, 120 West Embargo Street, Rome, New York 13440 (hereinafter referred to as "Tenant").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and in consideration of the sum of \$1.00 lawful monies of the United States in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, a total of 227 +/- square feet of office space within the building commonly referred to as suite 232, 660 Hangar Road, Rome, New York, as more particularly shown on Exhibit "A" annexed hereto, hereinafter referred to as "Demised Premises."

b. The Demised Premises shall be used by Tenant for the purpose of conduct of the business of Galaxy Aviation Lasergrade/CATS Testing Center.

c. Said use shall be conducted in compliance with applicable building and/or fire codes and Tenant shall comply with all the General Terms and Conditions annexed hereto as Exhibit "B," which is hereby incorporated by reference.

2. Term.

a. The Term of this Lease Agreement shall be for a period of one (1) year, commencing on March 1, 2018 and ending on February 28, 2019 (the "Initial Term"), unless this Lease Agreement is sooner terminated in accordance herewith by either party providing sixty (60) days advance written notice. Following the expiration of the Initial Term, each year for four (4) consecutive years this Lease Agreement shall automatically renew for an additional one (1) year term (each a successively numbered "Renewal Term"), unless Tenant shall notify the Landlord to the contrary no later than sixty (60) days prior to the commencement of any Renewal Term. Also, the Tenant hereby agrees that the rent to be charged during

such tenancy shall be increased each March 1 by adding three percent (3%) to the base rent that was in effect during the immediately preceding twelve (12) months.

b. In the event the Tenant remains in possession of the Demised Premises after the expiration of the Initial Term or any Renewal Term, as the case may be, the Tenant shall be deemed to be occupying the Demised Premises as a Tenant from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of this Lease Agreement insofar as they are applicable to a month-to-month tenancy until the Demised Premises are vacated by the Tenant or until the parties enter into a new agreement, whichever is sooner. Also, in this event, the Tenant hereby agrees that the rent to be charged during such month-to-month tenancy shall be increased each March 1 by adding three percent (3%) to the base rent that was in effect during the immediately preceding twelve (12) months.

3. Base Rent.

a. As and for the use of the Demised Premises, the Tenant shall pay Rent during the Initial Term of this Lease Agreement in the total sum of Four Thousand Eighty-Six and 00/100 Dollars (\$4,086.00), payable over twelve (12) equal monthly installments of Three Hundred Forty and 50/100 Dollars (\$340.50) each.

b. The Rent to be charged during the First Renewal Term would be the total sum of Four Thousand Two Hundred Eight and 58/100 Dollars (\$4,208.58), payable in twelve (12) equal monthly installments of Three Hundred Fifty and 72/100 Dollars (\$350.72).

c. The Rent to be charged during the Second Renewal Term would be the total sum of Four Thousand Three Hundred Thirty-Four and 84/100 Dollars (\$4,334.84), payable in twelve (12) equal monthly installments of Three Hundred Sixty-One and 24/100 Dollars (\$361.24).

d. The Rent to be charged during the Third Renewal Term would be the total sum of Four Thousand Four Hundred Sixty-Four and 88/100 Dollars (\$4,464.88), payable in twelve (12) equal monthly installments of Two Hundred Nineteen and 64/100 Dollars (\$219.64).

e. The Rent to be charged during the Fourth Renewal Term would be the total sum of Two Thousand Seven Hundred Fourteen and 73/100 Dollars (\$4,598.83), payable in twelve (12) equal monthly installments of Three Hundred Seventy-Two and 07/100 Dollars (\$372.07).

f. All monthly installment payments shall be due, in advance, on the 1st day of each and every month. The payment of Rent in monthly installments is for Tenant's convenience only and, in the event of Tenant's default, the Landlord shall have the right to accelerate payment and demand all sums due hereunder.

g. All such Rent payments shall be made payable to the "County of Oneida" and remitted to 660 Hangar Road, Rome, NY 13441, or to such other address or addresses as the Landlord may, from time to time, designate. In the event any retroactive rental payments are due hereunder, payment of same shall be made on the first day of the next succeeding month.

4. Security Deposit.

Tenant shall **NOT** be required to post a Security Deposit with the Landlord for the faithful performance of the terms and conditions of this Lease Agreement.

5. Insurance and Indemnification.

a. During the term of this Lease Agreement, including all Renewal Terms, Tenant shall maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State where the property is located. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

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

1. The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each location.

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

3. County of Oneida, and all other parties required of the Landlord, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's.

ii. Aviation Commercial General Liability (ACGL) coverage with limits of Insurance of not less than \$10,000,000 each occurrence and \$10,000,000 Products/Completed Operations Aggregate limit.

1. Each Aircraft Limit of \$10,000,000; Each Loss Limit of \$10,000,000.

2. County of Oneida, and all other parties required of the Landlord, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's.

iii. Commercial Umbrella

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

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

3. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

iv. Workers' Compensation and Employers Liability

1. Statutory limits apply.

b. **Waiver of Subrogation:** Tenant waives all rights against Landlord and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, workers' compensation and employer's liability insurance maintained per requirements stated above.

c. **Certificates of Insurance:** Prior to occupancy the Tenant shall provide a certificate of insurance to the Landlord. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Tenant's Commercial General Liability Policy. These certificates and the insurance policies required above and annexed hereto as **Exhibit "C,"** which is hereby incorporated by

reference, contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Landlord.

d. **Indemnification:**

i. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage (including death) to any person or property happening on or about the Demised Premises arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Demised Premises or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.

ii. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant, which notice shall be accompanied by a copy of the statement of the claim. Following the notice, Landlord shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days' notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii. The indemnification provisions of this paragraph shall survive the expiration or termination of this Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement which shall become effective as of the date first above written.

County of Oneida, Landlord

Luigi Bottini

By: _____
Anthony J. Picente, Jr.
County Executive

By: _____

Approved:

Amanda Lynn Cortese
Special Assistant County Attorney

EXHIBIT B - GENERAL TERMS AND CONDITIONS

1. **Late Charge.** If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of five percent (5%) of the amount due, in addition to any reasonable attorneys' fees, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.

2. **Proration of Rent.** In the event that the Term of this Lease Agreement begins or terminates on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Demised Premises was enjoyed by Tenant.

3. **Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 660 Hangar Road, Rome, NY 13441, or to such other place or places as Landlord may, from time to time, designate, in writing.

4. **Security Deposit.** The Security Deposit, if any, shall be returned to Tenant upon expiration or termination of this Lease Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of this Lease Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under this Lease Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within three (3) days after receipt of such demand, such failure shall constitute a material breach of the Lease Agreement.

5. **Permitted Uses; Prohibited Uses.**

a. The Demised Premises shall be used by the Tenant only for the purposes identified in the Lease Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Demised Premises unless otherwise approved by Landlord and the local fire marshal. Storage of non-aviation items in the Demised Premises is not allowed. Kerosene or gas-fired heaters or any type of open-flame heaters or devices are prohibited in the Demised Premises.

b. In that the Demised Premises are located at the Griffiss International Airport, Tenant shall not use the Demised Premises in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport (hereinafter referred to as "Airport"). Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Demised Premises are suitable for Tenant's intended use.

c. Tenant will not make or permit any use of the Demised Premises that would be (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or cause the Landlord to incur liability under any laws relating to the use and storage of hazardous materials.

6. **Ingress and Egress.** Tenant shall have reasonable right of ingress and egress across Landlord's adjoining property in common with others in order to obtain access to the Demised Premises. The ramp areas and taxi-lanes adjacent to the Demised Premises shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the Term of this Lease Agreement and any renewals thereof.

7. **Utilities and Services.** Landlord shall be responsible for providing all utilities and services, including without limitation, electricity, water, gas and sewer services furnished to the Demised Premises, without contribution or apportionment from the Tenant. The Landlord shall not be liable for any interruption or delay in such utility services unless such delay or interruption is caused by the Landlord's negligence or willful misconduct.

8. **Casualty.** In the event that the Demised Premises or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate, provided that the Demised Premises are not rendered

unusable by such damage. If the Demised Premises are rendered unusable as determined by Rome City Fire or Codes personnel and Landlord elects to repair the same, the Rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Demised Premises are rendered unusable and Landlord elects not to repair the same, this Lease Agreement shall be terminable at the option of either party.

9. Environmental Obligations and Indemnity.

a. Tenant shall not permit the Demised Premises to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials, except that the Tenant may maintain only limited amounts of hazardous or flammable materials in approved storage containers on or about the Demised Premises required for the normal course of conducting Tenant's business. Aviation fuels, gasoline and other like products will be stored in designated locations and storage facilities and will comply with all Federal, State and Local laws, environmental compliance laws and regulations and comply with local fire codes. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage resulting from Tenant's use of the Demised Premises, and, if such environmental damage resulting from Tenant's use of the Demised Premises is discovered, Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage. Furthermore, Tenant shall notify Landlord, in writing, of any incident or occurrence which results in environmental damage within twenty-four (24) hours after such incident or occurrence or following the discovery of same.

b. The environmental indemnification provisions of this paragraph shall survive the expiration or termination of the Lease.

10. Obligations of Landlord. Landlord will maintain the structural components of the Demised Premises, including hangar doors and hangar door mechanisms, and Landlord will provide normal building maintenance without additional cost to Tenant. Tenant shall have at all times the reasonable right of ingress to and egress from the Demised Premises over and across the Landlord's adjoining premises, in common with others. To ensure this right, Landlord shall make all reasonable efforts to keep areas adjacent to the Demised Premises free and clear of all hazards and obstructions, natural or man-made.

11. Obligations of Tenant.

a. **Storage.** The Demised Premises shall be used only as described in this Lease Agreement.

b. **Maintenance and Repair.** Tenant shall maintain the Demised Premises in a neat and orderly condition, and shall keep all areas clean and clear of oil, grease or toxic chemicals. Tenant shall maintain only limited amounts of hazardous or flammable materials in approved storage containers within or about the Demised Premises. No boxes, crates, rubbish, paper or other litter shall be permitted to accumulate within or about the Demised Premises.

c. **Damage.** Tenant shall be responsible for all damage to the Demised Premises caused by use or negligence of Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Demised Premises caused by the use or negligence of Tenant, or Tenant's agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall be deemed "additional rent" and shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Demised Premises without first obtaining Landlord's written permission and obtaining any permits, if required.

d. **Tenant's Personal Property.** All personal property placed or moved into the Demised Premises shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupant at the Airport. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored upon the Demised Premises is at Tenant's sole risk.

e. **Compliance with Laws.** Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies or by Landlord. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Demised Premises, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state and local laws, ordinances, rules and regulations protecting the environment. Tenant agrees to keep itself reasonably informed of future changes in the existing environmental laws. Tenant agrees to

cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. **Fire Extinguisher.** Tenant shall maintain at all times, in the Demised Premises, a minimum of two (2) approved twenty (20) pound dry chemical portable fire extinguishers suitable for use on Class "A", "B", and "C" fires with a current inspection certificate from an approved fire equipment company affixed.

g. **Surrender upon Termination.** On the expiration or termination of the Lease Agreement, Tenant shall immediately surrender possession of the Demised Premises and shall remove aircraft and all other property therein, leaving the Demised Premises in the same condition as when received, ordinary wear and tear excepted. Tenant shall be liable for any and all damage to the Demised Premises caused by the use or negligence of Tenant or Tenant's agents, employees, or invitees, including, but not limited to, damage to doors or interior walls by being bent or broken or damage to floors due to fuel or oil spillage. If Tenant fails to remove such items from the Demised Premises and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs upon proper demand by Landlord.

h. **Compliance with All Resolutions, Rules, Regulations, and Standards.** Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the Airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant. The parties agree that Tenant's use of the Demised Premises and any rights conferred to Tenant in this Lease Agreement shall be subject to Landlord's minimum standards, as amended from time to time, Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of this Lease Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

i. **Signs.** Tenant shall not erect or post any signs without the Landlord's written permission.

j. **Covenant of Continuous Operations and Not to Abandon or Vacate.** Tenant hereby covenants that during the Term, the Tenant will continue its operations for the entire length of the Lease and not cease operations, and further covenants not to abandon, to continuously occupy, and not to vacate the Demised Premises prior to the expiration of the Term without a Surrender Agreement with the Landlord in place. Abandonment and/or vacation of the Demised Premises shall be defined to include but not be limited to the cessation of operations, or abandonment of Tenant-owned or third party-owned property at the Demised Premises unattended, or removal of substantial portions of Tenant's property from the Demised Premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any failure to so continuously operate, and/or any abandonment or vacation of the Demised Premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to continuously operate its business in the Demised Premises and/or return to its business in the Demised Premises, and the Tenant hereby consents to such injunction or order, in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which causes expense to the Landlord, including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of the Term.

k. **Personnel Badging Requirement.** Tenant acknowledges that any personnel employed, contracted, visiting or conducting business with the Tenant that require airport movement area access require the appropriate badging or badged escort for entry onto the movement area. Badging of personnel must be coordinated through the Oneida County Department of Aviation Administrative offices. There is a fee for the badging process, and payment of said fee is the sole responsibility of the Tenant separate and apart from payment under this Lease Agreement.

12. Nondiscrimination. Notwithstanding any other provision of this Lease Agreement, during the Term of this Lease Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and/or assigns, as the case may be, as part of the consideration for this Lease Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Demised Premises on the grounds of race, color, religion, sex, disability, age, national origin or other protected class.

b. In the construction of any improvements on, over, or under the Demised Premises, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, national origin or other protected class.

c. Tenant shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease Agreement and to reenter and repossess the Demised Premises and hold the premises as if this Lease Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

13. Reservation of Rights by Landlord.

a. **Development.** Landlord reserves the right to further develop and improve the Airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the Airport, Landlord reserves the right upon reasonable notice to enter upon the Demised Premises and make improvements to same. Landlord shall make every effort to minimize the disruption of normal Airport usage during periods of repair or further development of the Airport.

b. **Relocation.** Landlord reserves the right upon thirty (30) days written notice to relocate Tenant to a similar size facility in other areas of the Airport at Landlord's sole expense.

c. **National Emergency.** Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the Airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of this Lease Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated accordingly during the tenancy by the government.

14. Right of Access and Inspection.

a. Landlord will retain a key for access to the Demised Premises. Tenant will not change locks without prior notice and agreement of Landlord.

b. Landlord shall have the right to make reasonable inspections of the Demised Premises between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, exclusive of federal holidays. Landlord shall have the right at any other time to enter the Demised Premises for security, fire, other emergencies, or making repairs.

15. Assurance Agreements. This Lease Agreement is subordinate to the provisions of any and all existing and future agreements between the Landlord and the State of New York or the United States of America relative to the operation, maintenance, or development of the Airport, the execution of which may be required as a condition precedent to the expenditure of funds for the development of the Airport, or any part thereof.

16. Federal Aviation Administration Requirements. In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in this Lease Agreement as a condition precedent to (1) the granting of funds for the improvement of the Airport, or (2) as a condition precedent to compliance with FAA regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to this Lease Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to a reduction in size of the Demised Premises, or a change in the authorized use to which Tenant has put the Demised Premises without an adjustment in Rent.

17. Airspace. As a condition of this Lease Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Demised Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the Airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Demised Premises to such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

18. No Grant of Exclusive Right or Privilege. Notwithstanding anything contained in this Lease Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease Agreement are non-exclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the Airport. Nothing in this Lease Agreement shall be construed as granting an exclusive right or privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Demised Premises in accordance with this Lease Agreement.

19. Sublease.

a. Tenant shall not enter into any sub-agreement or sub-lease of the Demised Premises or assign its rights under this Lease Agreement without prior written approval of Landlord. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by this Lease Agreement or any interest therein, and shall not sublet the Demised Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership of Tenant, without first obtaining the written consent of the Landlord. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void; and shall, at the option of Landlord, constitute a default of this Lease Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, from any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by this Lease Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of this Lease Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

20. Condition of Premises. Tenant shall accept, and has accepted, the Demised Premises in its present condition, AS IS, without any liability or obligation on the part of either Landlord or Tenant to make any alterations, improvements or repairs of any kind on or about the Demised Premises.

21. Disclaimer of Warranty and Responsibility for Securing Aircraft. Tenant accepts all facilities on the Premises on an "as is" basis. Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure Tenant's aircraft. Tenant agrees and understands that Tenant is responsible for the proper tie down or securing of aircraft inside or outside of the Demised Premises and shall further indemnify and hold harmless the Landlord for any damage or liability caused by improper tie down or securing. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all aircraft are stored or parked on the Demised Premises or Airport at Tenant's sole risk.

22. Alterations; Liens.

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Demised Premises without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Demised Premises shall become Landlord's property and shall, at the election of the Landlord, remain in the Demised Premises at the expiration or termination of this Lease Agreement without compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the Demised Premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the Demised Premises or any part thereof under Tenant. If any such lien is filed against the Demised Premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in procuring the release of such lien.

b. Tenant agrees to pay all lawful and valid liens affecting Landlord's fee title to the Leasehold Premises placed against Tenant by its contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' fees incurred in the defense of any suit in discharging the Demised Premises or any part thereof from any such liens, or lawful and valid judgments, or encumbrances caused by Tenant.

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the Demised Premises by any persons contracting with Tenant for the

destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Demised Premises. All materialmen, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Demised Premises to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

23. Events of Default by Tenant. The occurrence of any of the following shall constitute an event of default under this Lease Agreement:

- a. Tenant fails to pay any part or all the money due Landlord under this Lease Agreement, and such non-payment continues for a period of thirty (30) days after written notice;
- b. Tenant fails to perform or breaches any term, covenant, or provision of this Lease Agreement, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from Landlord is delivered to Tenant;
- c. Tenant is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), Tenant makes a general or other assignment for the benefit of creditors, or Tenant's assets or operations become subject to the control of a court-appointed receiver;
- d. Landlord determines that Tenant is not in compliance with the terms of this Lease Agreement on a routine or consistent basis.
- e. The failure of Tenant to comply with any terms or conditions of the Lease or to the General Terms and Conditions set forth herein shall be considered a material breach and default of this Lease Agreement.

24. Remedies on Default by Tenant. In the event of any default of this Lease Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, without notice and demand whatsoever to Tenant or Guarantor, if any:

- a. Landlord shall have the right to terminate this Lease Agreement and to enter upon and take possession of the Demised Premises and to remove the aircraft and any other property of Tenant from the Demised Premises without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Demised Premises, and loss of Rent through the inability to re-let the Demised Premises.
- b. Landlord shall have the right to enter upon and take possession of the Demised Premises, and re-let the Demised Premises and receive the Rents therefore without thereby terminating or avoiding this Lease Agreement. Tenant agrees to pay Landlord on the due date of each month thereafter sums equivalent to the monthly Rent payable under this Lease Agreement, less the avails of re-letting, if any.
- c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' fees for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of this Lease Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.
- d. Tenant agrees that no assent, express or implied, by Landlord to any breach of this Lease Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.
- e. All sums due under this Lease Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under this Lease Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease Agreement, other than the failure to pay the particular Rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the Rents.

25. Landlord's Lien. Tenant hereby gives and grants to Landlord a lien upon, and pledges as collateral to the Landlord in case of default, all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed, or stored by Tenant at the Airport, and Tenant agrees that in the event of any failure

on the part of Tenant to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for sixty (60) days of any specified rent, Landlord may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon an indebtedness due, or damage sustained by Landlord without prejudice to further claims thereafter to arise under the terms of this Lease Agreement.

26. Notices. All notices to the parties shall be sent or delivered to that party at the address first written for that party in this Lease Agreement, or at such other address as may, from time to time, be designated by such party. All notices shall be in writing and shall be either personally to the other party in hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

27. Miscellaneous Provisions.

a. Successors Bound. This Lease Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of this Lease Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties, as the case may be.

b. Joinder by Guarantor; Personal Guarantee. By joining in the execution of this Lease Agreement, Guarantor, if any, hereby unconditionally guarantees performance of each and every obligation of Tenant created in this Lease Agreement. Guarantor waives any requirement of notice of non-payment or non-performance, proof, or demand, as a condition for liability by Guarantor. Guarantor expressly agrees that the validity of this Lease Agreement and the obligations of this personal guarantee shall in no way be terminated, affected, or impaired by reason of assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of this Lease Agreement, or by Landlord granting any indulgence or giving of additional time to Tenant for the performance of any of the obligations of this Lease Agreement. This personal guarantee shall remain in full force and effect as to any amendment, modification, renewal, extension, or otherwise, of this Lease Agreement. Landlord need not pursue any remedies against Tenant before enforcing this personal guarantee against Guarantor. If there is more than one person or entity signing this Lease Agreement as Guarantor, the obligations imposed by this Lease Agreement on Guarantor shall be joint and several.

c. Construction of Agreement. Words of any gender used in this Lease Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or expand the terms and provisions of this Lease Agreement.

d. Judicial Interpretation. If any provision of this Lease Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Lease Agreement be more strictly construed against the party which itself or through its counsel prepared the same, because all parties have participated in the preparation of the final form of this Lease Agreement through review and negotiation of terms, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

e. Severability. In the event that any provision of this Lease Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to this Lease Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in this Lease Agreement, and all other provisions of this Lease Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from this Lease Agreement and such severance shall not invalidate any other provision of this Lease Agreement or this Lease Agreement itself.

f. Joint Obligations. If there is more than one person or entity signing this Lease Agreement as Tenant, the obligations imposed by this Lease Agreement on Tenant shall be joint and several.

g. Entire Agreement. This Lease Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Demised Premises shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice

to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

h. Written Modifications. No provision of this Lease Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest with the same formality as the original agreement.

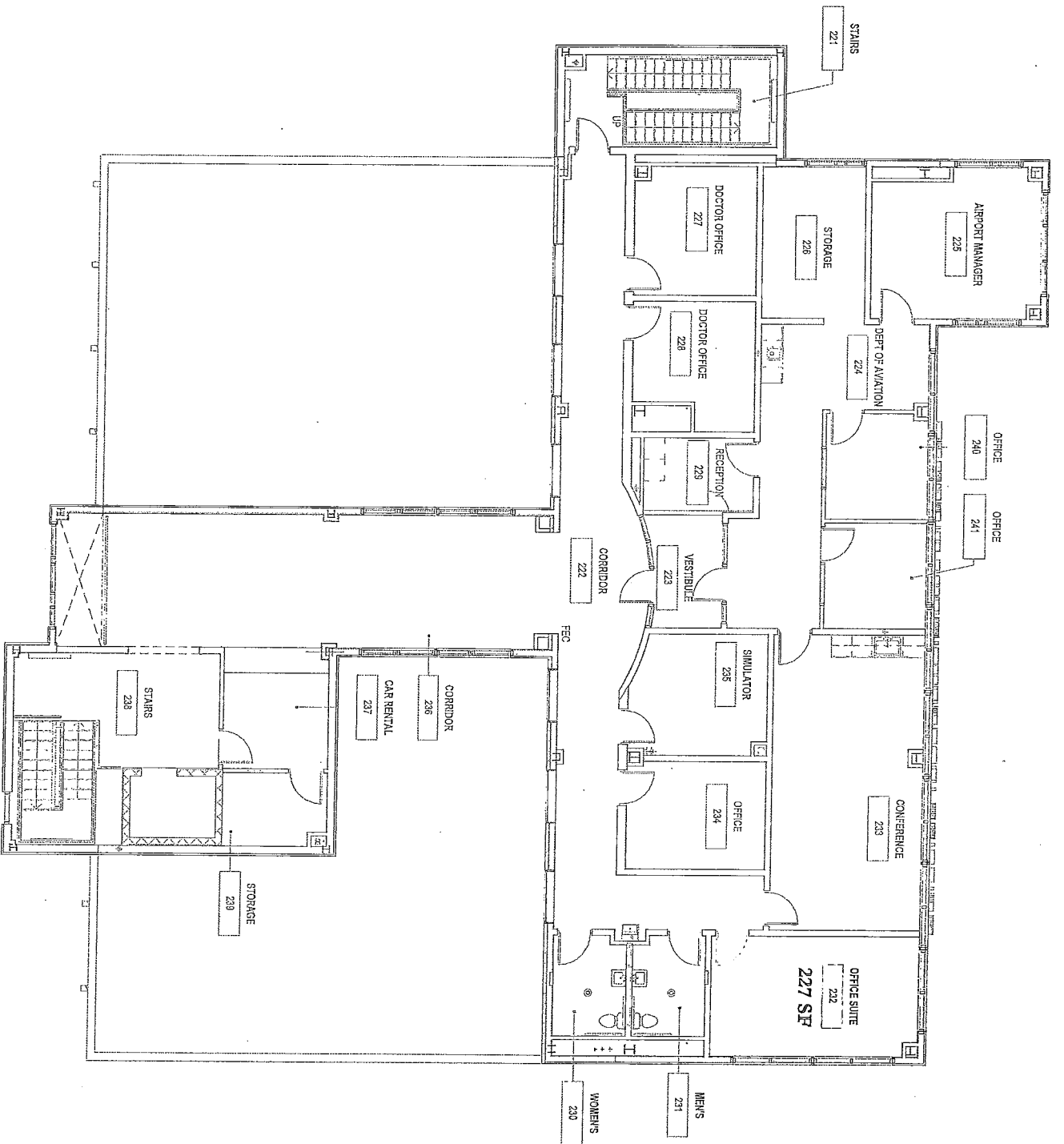
i. Venue; Law. Venue for all court proceedings to enforce or interpret this Lease Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

j. Subordination. Upon request of Landlord, Tenant will in writing subordinate Tenant's rights under this Lease Agreement to the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution, or the requirements of any grant for funding that may be sought by Landlord.

k. Relationship of Parties. Tenant shall never at any time during the term of this Lease Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or Tenant's agents. Nothing in this Lease Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of landlord and tenant.

l. Attorneys' Fees. It is understood and agreed between the parties hereto that in the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the losing party.

m. Recording. This Lease Agreement shall not be recorded in the public records.



BUILDING #660 - SECOND FLOOR PLAN



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 5, 2018

EN 20 18 - 183

Gerald J. Fiorini, Chairman.
Oneida County
Board of Legislators
800 Park Avenue
Utica, NY 13501

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Chairman Fiorini:

The Director of Central Services, Annemarie Ambrose, has been completing an analysis of the County wide phone system since taking over the department. She has discovered the Sheriffs phone system is no longer supported by the current technologies. The Sheriff has been putting band aids on the system for too long and we have reached the critical point of no return for not only the Sheriff's Office but other departments are fast approaching the same critical points. The County Office Building has been functioning on a system that is over 30 years old and is also approaching its out of service date.

I would like to set up a Capital Project to immediately address the Sheriff's Departments concerns as well as being funded for the next three years and update the whole Oneida County phone system. It is currently estimated the cost to replace the Sheriffs Department will be approximately \$150,000.00. The estimated cost to replace the whole phone system is \$600,000.00. The phones will be replaced in order of which is most critical at the time and is estimated to take three years.

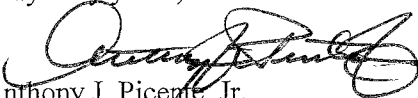
I therefore request your Board's approval for the following:

- A.) Establishment of **Capital Project H-582 – CS - Countywide Phone System**
- B.) Funding for Capital Project H – 582 as follows:

H – 582 –5710 Bonding..... \$200,000

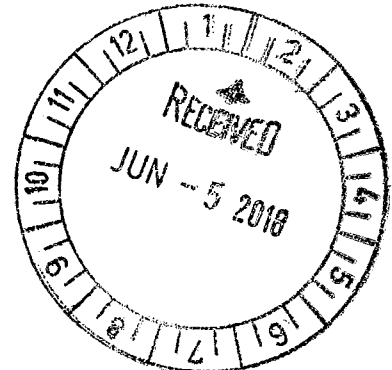
Thank you for kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

CC: Comptroller
County Attorney
Budget

Central Services
Sheriffs Department



ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

April 17, 2018

Mr. Anthony J. Picente, Jr.
Oneida County Executive
County of Oneida
800 Park Avenue
Utica, N.Y. 13501

FN 20 18-184
GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

Last year the County of Oneida expanded earned income opportunities by investing in obligations of the U.S. Treasury. With Wilmington Trust acting as safekeeping agent for the receipt and delivery of the securities as approved by the Commissioner of Finance, we required a delivery versus payment (DVP) arrangement whereby the securities are first delivered to the safekeeping agent against payment. DVP also ensures that the securities are received and payment is made to the correct securities broker/dealer. As was discussed at that time, the commercial deposit account in the name of Oneida County was established with M&T Bank to accommodate the necessary banking requirements as well as the collateralization requirements for county deposits. The initial broker/dealer arrangement was established with M&T Securities, Inc., and continues to work well.

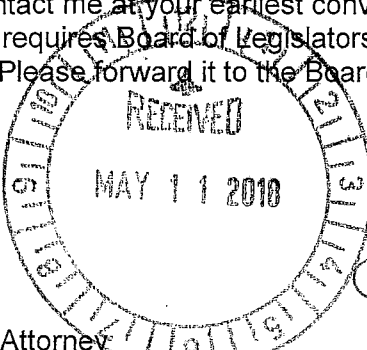
However, as envisioned under the program, having another securities broker may expand opportunities through competitiveness, and thus it is considered important to have more than one broker/dealer relationship in the program. Enclosed please find an agreement with First Empire Securities toward achieving that goal.

The procedure with First Empire would work the same as it does with M&T Securities - as outlined above. Wilmington Trust would continue to act as safekeeping agent for the receipt and delivery of the securities as approved by the Commissioner of Finance, and the same delivery versus payment (DVP) arrangement through Wilmington would remain in place. Also, the same commercial deposit account in the name of Oneida County established with M&T Bank would accommodate the necessary banking requirements. The modification is that the initial offer and final acceptance could on occasion be obtained through First Empire Securities in lieu of M&T Securities, Inc.

Please review this recommendation. If you should have any questions or concerns, or should require additional information, please contact me at your earliest convenience. Accordingly, the county attorney's office advises that this requires Board of Legislators' approval because it requires the adoption of a specific resolution. Please forward it to the Board of Legislators at your earliest opportunity.

Sincerely,

Anthony Carvelli



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

Anthony J. Picente, Jr.
County Executive

Date 5-11-18

cc: Peter Ravhill, Oneida County Attorney

Oneida Co. Department:

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor:

First Empire Securities, Inc.
100 Motor Parkway, 2nd Floor
Hauppauge, NY 11788-5157

Title of Activity or Service:

Securities Broker

Proposed Dates of Operation:

Begins on Execution until canceled by Commissioner
of Finance

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: Licensed broker facilitates security transactions on behalf of the client pursuant to investment policy.

2) Program/Service Objectives and Outcomes: Efficient security transactions to enhance earnings on investments.

3) Program Design and Staffing: N/A

Total Funding Requested: N/A

Account #: N/A

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

Carvelli, Anthony

From: Doug Carter <dcarter@1empire.com>
Sent: Thursday, April 12, 2018 10:01 AM
To: Carvelli, Anthony
Subject: New Account Welcome Package
Attachments: CorporateResolution.pdf; LetterOfAuthorization.pdf; AccountAgreement.pdf; OnlineInternetAccessForm.pdf; Suitability_SMMP_Form_2015.pdf

FIRST EMPIRE SECURITIES

Member FINRA/SIPC

April 12, 2018

Anthony Carvelli
County of Oneida - Finance Dept.
800 Park Avenue
Utica, NY 13501

Dear Mr. Carvelli,

Thank you for choosing to open an account with First Empire Securities. Proudly serving our clients since 1984, we appreciate your business and trust in our firm as we strive to become your valued partner in helping you meet your investment objectives.

We kindly request that you have the authorized individual(s) complete the attached forms referenced below at your earliest convenience, and return them back to our Operations Department.

- **Corporate Resolution:** This form is to be signed by an authorized individual of your institution to identify the individuals authorized to transact business on behalf of the account.
- **Letter of Authorization - Money Wire Request Form:** In order to process your requests for money wiring, we are required to obtain a Letter of Authorization from your institution. It must be on your company's letterhead, signed by a person authorized on your institution's Corporate Resolution, and include your specific wiring instructions.
- **Account Agreement:** Agreement outlining our responsibilities as your broker-dealer and Pershing's responsibilities as your safekeeper.
- **Online Internet Access Form:** We offer our customers online account access. By filling out and returning this form you will be signed up for online account access, which allows you the ability to check the status of your account, download trade information and monthly statements, as well as view the balances, activity, and holdings in your account.
- **Institutional Suitability Certificate:** Please complete this form to provide us with suitability information regarding your account and acknowledgement, if applicable, of your institutional status.

For ongoing service information, please contact our Operations Manager, Derek Downing at 800-645-

5424 or [ddowning@1empire.com](mailto:d Downing@1empire.com).

In addition, please click below to download the firm's Settlement Instructions, Privacy Policy and Business Continuity Plan Disclosure:

- **Settlement Instructions**
- **Privacy Policy**
- **Business Continuity Plan Disclosure**

Once again, thank you for choosing First Empire Securities. We look forward to establishing a long and mutually beneficial relationship, as we consider your success to be a reflection of our ability to serve you.

First Empire Securities
New Accounts Department

Headquarters - 100 Motor Parkway, 2nd Floor, Hauppauge, New York 11788-5157
Tel: 631-979-0097 • ☐ Toll Free: 800-645-5424 • Fax: 631-979-0448
Website: www.1empire.com • ☐ Email: clientrelations@1empire.com

If you have received this message in error or prefer not to receive future e-mails, please reply and type in the subject field "Please remove this e-mail address." This information has been obtained from sources we believe reliable, however, we do not guarantee it is accurate or complete. This information is subject to change without notice. Neither the information presented nor the opinions expressed constitute an offer to buy or sell any security. We do not accept time sensitive and/or action oriented messages via email. This information is solely for the addressee and is for discussion purposes only. From time to time officers, employees of the firm, or the firm itself holds a position in the securities referred herein, or acts as principal in transactions referred to herein. As with all debt securities, sale prior to maturity may cause principal gain or loss. Securities have inherent risk, including credit, prepayment/extension and market risk. Please contact your representative for more information. Email transmission cannot be guaranteed to be secure or error free as information can be intercepted, corrupted, lost, arrive late or incomplete or contain viruses. All messages sent to or from this email address may be reviewed, monitored and/or stored. First Empire Securities, Inc. is a member of [FINRA](#) and [SIPC](#).

Settlement Instructions**All Instructions Must Include: Account Name and Number**

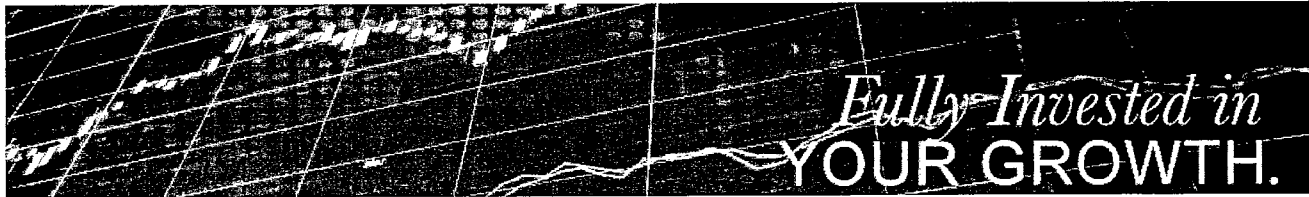
First Empire Tax ID# 11-2688294

Security Delivery Instructions**FED ELIGIBLE SECURITIES**ABA# 021000018
BK OF NYC/Pershing
Account Name
Account Number**DTC**DTC#0443
Account Name
Account Number**OMGEO**Alert Acronym: FESI
OASYS Acronym: FESI**Physical Securities**Please contact your
registered representative**Wiring Instructions**Bank of New York
ABA#: 021000018A/C Pershing LLC
A/C#: 8900512385Account Name
Account Number**Check Instructions**Pershing LLC
One Pershing Plaza
Money Desk, 14th Floor
Jersey City, NJ 07399Account Name
Account Number

Toll Free: 800-645-5424

Pershing Login

Home Services Industries Affiliates Education Careers About Us



Privacy Policy

We value our relationships with our customers and are dedicated to providing them with exceptional products and services. As part of our dedication to servicing their financial needs, First Empire Securities, Inc. ("FES") is committed to protecting the confidentiality of non-public information about our customers. This privacy notice is to inform our customers about the types of information that is obtained from customers, how that information is used, and the measures taken to protect that information.

Information Obtained From Customers

First Empire Securities, Inc. is an introducing broker dealer that does not hold client money or securities, does not open accounts online or offer online trading. The firm's clientele is institutional; therefore it does not collect private information on individuals. In order to establish an account with a customer, FES requests the customer to provide certain non-public information, including: address, telephone number, EIN/Tax ID, income/net worth, investment history and objectives, and other information that will assist us in recommending suitable investments.

How Information is Protected

FES restricts access to non-public information to those employees who need to know that information to provide products or services to our customers. We maintain physical, electronic and procedural safeguards that comply with federal and state regulations to guard such information. Physical controls include time of day and location access restrictions; electronic safeguards and data loss prevention controls include setup, review and updating of access rights, restrictions on accessing external media drives, restrictions on email and internet access, maintenance of a firewall and maintenance of software to control intrusion through the internet.

Disclosure

We do not disclose any non-public information about our customers or former customers to anyone except as permitted by law. Non-public information as outlined above will only be disclosed for such purposes as conducting and auditing our business, administering the business of an affiliated organization, responding to requests from government authorities or regulatory bodies, or as authorized or requested by our customers. Such disclosures include, but are not limited to:

- Affiliates - We may provide information to affiliated companies to enable them to provide business services.
- Agents - We may provide information to enable agents to offer and provide our products and services to our customers.
- Clearing Broker - We may provide information to our clearing broker to enable them to process and clear transactions in financial products.
- Government Authorities and Regulatory Bodies - We may provide information upon request from governmental authorities or regulatory bodies for the purpose of preventing fraud, auditing our business, or other reason for which the entity is legally permitted to request information.

We do not share, trade, sell, exchange or disclose non-public information except as stated above or to otherwise conduct a securities business. It is our policy not to disclose any non-

Connect with us

Let First Empire help you. Please fill out our form or call us at 800-645-5424.

**All fields required*

Name

Company

Email

Phone

Comments

submit

public information to non-affiliates other than service providers and third parties that aid in fulfilling the services requested by our clients.

About This Privacy Notice

The examples contained herein are provided as illustrations and are not a comprehensive account of the rights of any party under applicable federal or state laws. The policies stated herein will remain in effect even after an account is closed, to the extent that the information is retained. We may from time to time amend this policy and will inform you of any changes as required by law. For additional information, contact First Empire Headquarters via mail.

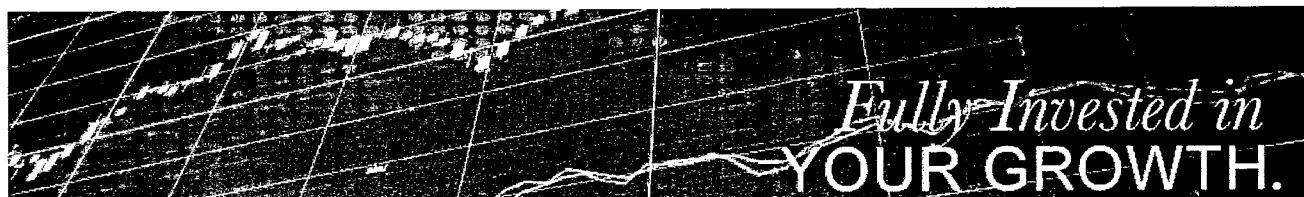
Please send the letter to the attention of the Privacy Notice Information.

<p>Total Balance Sheet Approach</p> <p>A proven methodology that produces results.</p> <p>Learn More</p>	<p>Clear and Practical Analytics</p> <p>Take emotion out of the equation.</p> <p>Learn More</p>	<p>Employ a Team of Resources</p> <p>Broad range of specialized expertise.</p> <p>Learn More</p>	<p>Empower Through Education</p> <p>Supporting a learning environment.</p> <p>Learn More</p>	<p>Inspire Clients to Perform</p> <p>Thirty years of success. Experience the results.</p> <p>Learn More</p>
---	--	---	---	--

Toll Free: 800-645-5424

Pershing Login

Home Services Industries Affiliates Education Careers About Us



Business Continuity Plan Disclosure

First Empire Securities, Inc., LPC Services, Inc., Balance Sheet Management and Consulting Services, Inc., First Empire CD Management, Inc., First Empire Asset Management, Inc., and its affiliates, parent companies and subsidiaries have developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

Contacting Us

If after a significant business disruption you cannot contact us as you usually do at 631-979-0097, 800-645-5424, or 888-620-5736 you should call our alternative number 800-551-2971 or go to our web site at www.1empire.com. If you cannot access us through either of those means, you should contact your custodian directly. If Pershing is your custodian, you may contact them at 201-413-3635 or 213-624-6100 ext. 500 for instructions on how it may provide prompt access to funds, securities, account information and/or to enter orders or accept your account instructions.

Our Business Continuity Plan

We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data backup and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

Our clearing firm, Pershing LLC, backs up certain broker-dealer records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by our clearing firm that its objective is to restore its own operations and be able to complete existing transactions and accept new transactions and payments within four hours. Your orders and requests for funds and securities could be delayed during this period.

Varying Disruptions

Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within 24 to 48 hours. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and resume business within 24 to 48 hours. In either situation, we plan to continue in business, transfer operations to our clearing firm if necessary, and notify you through our web site

Connect with us

Let First Empire help you. Please fill out our form or call us at 800-645-5424.

**All fields required*

Name

Company

Email

Phone

Comments

submit

www.1empire.com or our customer emergency number, 800-551-2971 how to contact us. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer's prompt access to their funds and securities.

For more information

If you have questions about our business continuity planning, or to have a copy of this document mailed to you, please contact us at 631-979-0097.

<p>Total Balance Sheet Approach A proven methodology that produces results.</p> <p>Learn More</p>	<p>Clear and Practical Analytics Take emotion out of the equation.</p> <p>Learn More</p>	<p>Employ a Team of Resources Broad range of specialized expertise.</p> <p>Learn More</p>	<p>Empower Through Education Supporting a learning environment.</p> <p>Learn More</p>	<p>Inspire Clients to Perform Thirty years of success. Experience the results.</p> <p>Learn More</p>
--	---	--	--	---

Corporate Resolution

"Resolved, that each and any of the following individuals:

Name(s) of authorized person(s)	Title
Anthony R. Carvelli	Commissioner of Finance

each of whom holds the office indicated, is authorized to act on behalf of the corporation to buy, sell, assign, loan, borrow, endorse for transfer, transfer and receive stocks, bonds, securities, money and other assets now or hereafter registered in the name of or held by or for the corporation."

I, the undersigned officer of the corporation identified below, hereby certify that the corporation is a corporation in good standing, incorporated in the state indicated below, and that the above-quoted resolution is a true and complete copy of a resolution duly adopted by its board of directors on the date indicated below, in full compliance with all the requirements of applicable law, articles of incorporation, bylaws and any other governing documents, and that the resolution has not been repealed or amended and remains in full force and effect.

Name of Corporation:

County of Oneida

State of Corporation:

New York State

Signature of Corporate or other Officer
Required

Date

Printed Name of Corporate Secretary
or other Officer

Must be signed by the Corporate Secretary or other officer. Person who signs here should not be one of those given authority by the resolution.

Corporate Seal: _____
(If no seal, please write "NONE")

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

Date: April / 17 / 2018

First Empire Securities
100 Motor Parkway
Hauppauge, NY 11788

Attn: Operations Department
Re: Letter of Authorization – Fed Fund Wires

This letter shall constitute standing instructions authorizing First Empire Securities, Inc. to transfer funds via fed fund wire on my/our behalf. Such funds may be delivered to us. This letter of authorization shall remain in full force and effect until rescinded or modified by me in writing. First Empire Securities, Inc. may rely upon this standing letter of authorization and accept instructions to wire funds from your First Empire Securities, Inc. brokerage account without inquiry unless otherwise notified in writing by me.

The wiring instructions are as follows:

Bank Information

ABA #: 022000046
Bank Name: M&T Bank

Ultimate Beneficiary Information

Beneficiary Name: County of Oneida
Account #: XXXXXXXXXX48000

Regards,

COMMISSIONER OF FINANCE
ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NEW YORK 13501

Account Agreement

You have opened an account with First Empire Securities, Inc. First Empire Securities, Inc. ("First Empire") is an introducing broker dealer that carries its accounts on a fully disclosed basis through Pershing LLC ("Pershing"), a BNY Securities Group Company, pursuant to a written clearing agreement. First Empire and Pershing are both S.E.C. registered broker-dealers.

This agreement sets forth the responsibilities of First Empire and Pershing for your account. At all times we will exercise ordinary care with respect to your account. Your signature below constitutes your acceptance of and agreement to these terms and conditions.

First Empire is independent of Pershing and retained Pershing to provide certain record keeping and operational services, which may include execution and settlement of securities transactions, custody of securities and cash balances, and extension of credit on margin transactions. These services are provided under a written Clearing Agreement between Pershing and First Empire. It is important that you understand the responsibilities of First Empire and Pershing under the Clearing Agreement as outlined below.

Responsibilities of First Empire:

First Empire has general responsibility for servicing and supervising your securities account through its own personnel in accordance with its own policies and applicable laws and regulations. First Empire is responsible for approving the opening of your account and obtaining necessary account documentation. First Empire is responsible for knowing you and your stated investment objectives and any investment advice, investment recommendations, or investment management services that may be provided to you. It is also responsible for determining whether particular kinds of transactions, which may be recommended to you are appropriate for you. First Empire is responsible for the acceptance and, in certain instances, execution of securities orders, and for knowing the facts about any orders for the purchase or sale of securities for your account. If First Empire is a market maker in any securities or otherwise trades as principal with you, it is responsible for compliance with fair pricing and disclosure responsibilities to you.

If First Empire obtains possession of any cash or securities intended for your account, it is responsible for correctly identifying and promptly forwarding the same to Pershing. First Empire is responsible for supervising the activities of the individual (if any) who services your account, for resolving any complaints regarding the handling of your account, and, in general, for the ongoing relationship that it has with you. In all of the above matters relating to the servicing of your account, Pershing has no involvement and assumes no responsibility.

Responsibilities of Pershing:

In general, Pershing is only responsible for those services provided at the request or direction of First Empire as contemplated by the Clearing Agreement. Pershing will create computer-based account records on your behalf in such name(s) and with such address(es) as your financial organization directs. Pershing will process orders for the purchase, sale, or transfer of securities for your account as your financial organization directs. Pershing is not obligated to accept orders for securities transactions for your account directly from you and will do so only in exceptional circumstances. Pershing will receive and deliver cash and securities for your account and will record such receipts and deliveries according to information provided either by First Empire or directly, in writing, by you. Pershing will hold in custody securities and cash received for your account, and will collect and disburse dividends and interest and process reorganization and voting instructions with respect to securities held in custody. Pershing is responsible for the custody of your cash and securities only after it comes into Pershing's physical possession or control. Pershing will prepare and transmit to you or provide facilities to your financial organization for the preparation and transmission of confirmations of trades. Pershing will prepare and transmit periodic account statements summarizing transactions processed for your account to you. If First Empire opens a margin account for you, Pershing will loan you money for the purpose of purchasing or holding securities subject to the terms of Pershing's written Margin Agreement and Pershing margin policies and applicable margin regulations. First Empire is responsible for obtaining the initial margin as required by Regulation T. Thereafter, Pershing will calculate the amount of maintenance margin required. Pershing will advise you of those requirements, usually through First Empire. Pershing will also calculate the interest charged on your debit balance, if any. In connection with all of the functions that Pershing performs, Pershing maintains the books and records required by law and by business practice. Pershing will provide First Empire with written reports of all transactions processed for your account to enable it to carry out its responsibilities under the Clearing Agreement. Pershing will assist you and First Empire with any discrepancies or errors that may occur in the processing of transactions for your account.

PERSHING DOES NOT CONTROL, AUDIT, OR OTHERWISE SUPERVISE THE ACTIVITIES OF FIRST EMPIRE OR ITS EMPLOYEES. PERSHING DOES NOT VERIFY INFORMATION PROVIDED BY FIRST EMPIRE REGARDING YOUR ACCOUNT OR TRANSACTIONS PROCESSED FOR YOUR ACCOUNT NOR UNDERTAKE RESPONSIBILITY FOR REVIEWING THE APPROPRIATENESS OF TRANSACTIONS ENTERED BY FIRST EMPIRE ON YOUR BEHALF.

In furnishing its services under the Clearing Agreement, Pershing may use and rely upon the services of clearing agencies, automatic data processing vendors, proxy processing, transfer agents, securities pricing services, and other similar organizations. This statement addresses the basic allocation of functions regarding the handling of your account. It is not meant as a definite enumeration of every possible circumstance, but only as a general disclosure.

ARBITRATION

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- A. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- B. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- C. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- D. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- E. THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- F. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- G. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; OR (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

YOU AGREE THAT ALL CONTROVERSIES ARISING BETWEEN YOU AND FIRST EMPIRE AND ITS OFFICERS OR EMPLOYEES, WHETHER ARISING PRIOR TO, ON, OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION.

ANY ARBITRATIONS UNDER THIS AGREEMENT SHALL BE HELD AT THE FACILITIES AND BEFORE AN ARBITRATION PANEL APPOINTED BY THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA). THE AWARD OF THE ARBITRATORS, OR THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

This agreement contains a predispute arbitration clause, which is outlined on page two (paragraphs 2-12) of this agreement.

Agreed to and accepted by:

Corporation or Organization: County of Oneida
800 Park Avenue Utica, N.Y. 13501

By: 

Printed Name/Title: Anthony R. Carvelli
Commissioner of Finance

Date: April 17, 2018

Client Authorization for Internet Account Access

Fax or mail the completed form to: First Empire Securities, Inc. 100 Motor Parkway, 2nd Floor, Hauppauge, NY 11788, or fax to 631-979-0448. Once the above information has been received by FES, it will be entered into Pershing LLC's database, and the account information should be accessible within 48 hours.

This form is used to authorize First Empire Securities, Inc. ("FES") to set up a User ID and password for viewing account information through the FES website located at www.1empire.com. Please Print.

1. Account Number(s):

We must have a valid 9-digit FES account number. If you have more than one account, in the same name, please list all account numbers.

(P) 50M -XXXX91
(P) 50M _____
(P) 50M _____
(P) 50M _____

2. Account Name and Address:

This is the account name or title that corresponds to the account numbers listed above.

Name: County of Oneida
Address: 800 Park Avenue
Utica, N.Y. 13501

3. Subscriber User ID:

Please provide a personal login (User ID). It can be alphanumeric, and should be at least one, but no more than 15 characters. Please note that your user ID cannot contain any spaces and/or symbols and should not be your tax ID or social security number and/or your account number. PLEASE PROVIDE AN ALTERNATIVE.

1st Choice: _____
Alternate: _____

BY SIGNING BELOW, I HEREBY AUTHORIZE FES TO SET UP A USER ID AND PASSWORD FOR ACCESSING ACCOUNT INFORMATION THROUGH THE FES WEBSITE.

Subscriber Signature (required)

Anthony R. Carvelli

Subscriber Name (please print)

4. E-mail Address: acarvelli@ocgov.net

To issue a User ID, we must have a valid e-mail address, complete with the @. Example: name@domain.com.

5. Tax identification #: 15-6000460

Please enter the tax identification or social security number on the account.

6. Other Verifying Information:

For identification purposes, you are required to provide the date of birth for the User ID.

Date of Birth: _____

The LOGIN NAME will be the User ID specified, and the PASSWORD will be automatically set as FE followed by mm/dd/yy of user's d.o.b. You will be required to change the password after the first time you log in. The password must be 8 alphanumeric characters.

FES RECOMMENDS THAT YOU USE A SECURE WEB BROWSER FOR VIEWING ACCOUNT INFORMATION ON THE WEBSITE AND TO MAINTAIN YOUR PASSWORD IN CONFIDENCE.

If this is a Corporate or Business account, an authorized officer must also sign authorizing access. This must be signed by an individual in addition to the individual requesting the User ID.

Additional Authorized Officer Signature, Title

Institutional Suitability and Sophisticated Municipal Market Professional (SMMP) Certificate

In connection with any recommended transaction of investment strategy by First Empire Securities, Inc. ("FESI"), the undersigned acknowledges on behalf of the Institution named below that:

- I. It is an Institutional Account as defined in FINRA Rule 4512(c)¹
- II. It is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; and will exercise independent judgment in evaluating the recommendations of FESI or its associated persons, unless it has otherwise notified FESI in writing;

Do you engage in municipal securities transactions? Yes X No
If yes, the undersigned acknowledges on behalf of the Institutional Account named below that:

- I. It is a customer of the nature defined in MSRB Rule D-15(a)² ;
- II. It is capable of evaluating investment risks and market value independently, both in general and with regard to all transactions and investment strategies in municipal securities;
- III. It (1) is exercising independent judgment in evaluating:
 - (A) the recommendations of FESI or its associated persons;
 - (B) the quality of execution of the customer's transactions by FESI; and
 - (C) the transaction price for non-recommended secondary market agency transactions as to which (i) FESI services have been explicitly limited to providing anonymity, communication, order matching and/or clearance functions and (ii) FESI does not exercise discretion as to how or when the transactions are executed; and

(2) has timely access to material information that is available publicly through established industry sources as defined in MSRB Rule G-47³;

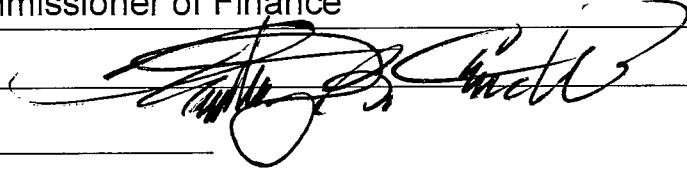
It will notify FESI if anything in this Certificate ceases to be true; and he or she is authorized to sign on behalf of the Institutional Account named below.

By signing this Certificate, the undersigned affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

NOTE: This Certificate shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the "Institutional Account" named in this Certificate, whether for the account of such Institutional Account or for the account of any beneficial owner that has delegated decision making authority to such Institutional Account.

Institutional Suitability and Sophisticated Municipal Market Professional (SMMP) Certificate

NOTE: This Certificate shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the "Institutional Account" named in this Certificate, whether for the account of such Institutional Account or for the account of any beneficial owner that has delegated decision making authority to such Institutional Account.

Institutional Account Name: County of Oneida
Address, City, State, Zip: 800 Park Avenue, Utica, N.Y. 13501
Telephone: 315-798-5750
Email Address: acarvelli@ocgov.net
U.S. Tax ID/EIN (if applicable): 15-6000460
Name of Authorized Signatory: Anthony R. Carvelli
Title of Authorized Signatory: Commissioner of Finance
Signature of Authorized Signatory: 
Date: April 17, 2018

.....
¹The term "Institutional Account" means the account of: (1) a bank, savings and loan association, insurance company or registered investment company; (2) an investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions); or (3) any other person, corporation, partnership, trust or otherwise) with total assets of at least \$50 million as of the date of this Certificate (whether such assets are invested for such person's own account or under management of the account of others).

²Pursuant to MSRB Rule D-15, the term "sophisticated municipal marketing professional" or "SMMP" is defined by three essential requirements: the nature of the customer; a determination of sophistication by the broker, dealer, or municipal securities dealer ("Dealer"); and an affirmation by the customer. The customer must be: (1) a bank, savings and loan association, insurance company or registered investment company; (2) an investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act of 1940 or with a state securities commission (or any agency or office performing like functions); or (3) any other person or entity with total assets of at least \$50 million as of the date of this Certificate.

³Pursuant to MSRB Rule G-47(b)(i), established industry sources shall include the MSRB's Electronic Municipal Market Access ("EMMA"®) system, rating agency reports, and other sources of information relating to municipal securities transactions generally used by brokers, dealers, and municipal securities dealers that effect transactions in the type of municipal securities at issue. Pursuant to MSRB Rule G-47 (b)(ii), information is considered to be material if there is a substantial likelihood that the information would be considered important or significant by a reasonable investor in making an investment decision.

Account Agreement

You have opened an account with First Empire Securities, Inc. First Empire Securities, Inc. ("First Empire") is an introducing broker dealer that carries its accounts on a fully disclosed basis through Pershing LLC ("Pershing"), a BNY Securities Group Company, pursuant to a written clearing agreement. First Empire and Pershing are both S.E.C. registered broker-dealers.

This agreement sets forth the responsibilities of First Empire and Pershing for your account. At all times we will exercise ordinary care with respect to your account. Your signature below constitutes your acceptance of and agreement to these terms and conditions.

First Empire is independent of Pershing and retained Pershing to provide certain record keeping and operational services, which may include execution and settlement of securities transactions, custody of securities and cash balances, and extension of credit on margin transactions. These services are provided under a written Clearing Agreement between Pershing and First Empire. It is important that you understand the responsibilities of First Empire and Pershing under the Clearing Agreement as outlined below.

Responsibilities of First Empire:

First Empire has general responsibility for servicing and supervising your securities account through its own personnel in accordance with its own policies and applicable laws and regulations. First Empire is responsible for approving the opening of your account and obtaining necessary account documentation. First Empire is responsible for knowing you and your stated investment objectives and any investment advice, investment recommendations, or investment management services that may be provided to you. It is also responsible for determining whether particular kinds of transactions, which may be recommended to you are appropriate for you. First Empire is responsible for the acceptance and, in certain instances, execution of securities orders, and for knowing the facts about any orders for the purchase or sale of securities for your account. If First Empire is a market maker in any securities or otherwise trades as principal with you, it is responsible for compliance with fair pricing and disclosure responsibilities to you.

If First Empire obtains possession of any cash or securities intended for your account, it is responsible for correctly identifying and promptly forwarding the same to Pershing. First Empire is responsible for supervising the activities of the individual (if any) who services your account, for resolving any complaints regarding the handling of your account, and, in general, for the ongoing relationship that it has with you. In all of the above matters relating to the servicing of your account, Pershing has no involvement and assumes no responsibility.

Responsibilities of Pershing:

In general, Pershing is only responsible for those services provided at the request or direction of First Empire as contemplated by the Clearing Agreement. Pershing will create computer-based account records on your behalf in such name(s) and with such address(es) as your financial organization directs. Pershing will process orders for the purchase, sale, or transfer of securities for your account as your financial organization directs. Pershing is not obligated to accept orders for securities transactions for your account directly from you and will do so only in exceptional circumstances. Pershing will receive and deliver cash and securities for your account and will record such receipts and deliveries according to information provided either by First Empire or directly, in writing, by you. Pershing will hold in custody securities and cash received for your account, and will collect and disburse dividends and interest and process reorganization and voting instructions with respect to securities held in custody. Pershing is responsible for the custody of your cash and securities only after it comes into Pershing's physical possession or control. Pershing will prepare and transmit to you or provide facilities to your financial organization for the preparation and transmission of confirmations of trades. Pershing will prepare and transmit periodic account statements summarizing transactions processed for your account to you. If First Empire opens a margin account for you, Pershing will loan you money for the purpose of purchasing or holding securities subject to the terms of Pershing's written Margin Agreement and Pershing margin policies and applicable margin regulations. First Empire is responsible for obtaining the initial margin as required by Regulation T. Thereafter, Pershing will calculate the amount of maintenance margin required. Pershing will advise you of those requirements, usually through First Empire. Pershing will also calculate the interest charged on your debit balance, if any. In connection with all of the functions that Pershing performs, Pershing maintains the books and records required by law and by business practice. Pershing will provide First Empire with written reports of all transactions processed for your account to enable it to carry out its responsibilities under the Clearing Agreement. Pershing will assist you and First Empire with any discrepancies or errors that may occur in the processing of transactions for your account.

PERSHING DOES NOT CONTROL, AUDIT, OR OTHERWISE SUPERVISE THE ACTIVITIES OF FIRST EMPIRE OR ITS EMPLOYEES. PERSHING DOES NOT VERIFY INFORMATION PROVIDED BY FIRST EMPIRE REGARDING YOUR ACCOUNT OR TRANSACTIONS PROCESSED FOR YOUR ACCOUNT NOR UNDERTAKE RESPONSIBILITY FOR REVIEWING THE APPROPRIATENESS OF TRANSACTIONS ENTERED BY FIRST EMPIRE ON YOUR BEHALF.

In furnishing its services under the Clearing Agreement, Pershing may use and rely upon the services of clearing agencies, automatic data processing vendors, proxy processing, transfer agents, securities pricing services, and other similar organizations. This statement addresses the basic allocation of functions regarding the handling of your account. It is not meant as a definite enumeration of every possible circumstance, but only as a general disclosure.

ARBITRATION

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- A. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- B. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- C. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- D. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- E. THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- F. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- G. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; OR (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

YOU AGREE THAT ALL CONTROVERSIES ARISING BETWEEN YOU AND FIRST EMPIRE AND ITS OFFICERS OR EMPLOYEES, WHETHER ARISING PRIOR TO, ON, OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION.

ANY ARBITRATIONS UNDER THIS AGREEMENT SHALL BE HELD AT THE FACILITIES AND BEFORE AN ARBITRATION PANEL APPOINTED BY THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA). THE AWARD OF THE ARBITRATORS, OR THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

This agreement contains a predispute arbitration clause, which is outlined on page two (paragraphs 2-12) of this agreement.

Agreed to and accepted by:

Corporation or Organization: _____

By: _____

Printed Name/Title: _____

Date: _____

Anthony J. Picente Jr.
County Executive



AnneMarie Ambrose
Director

ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

Oneida County Office Building ♦800 Park Avenue ♦Utica, New York 13501

FN 20 18 185
GOVERNMENT OPERATIONS

March 26, 2018

WAYS & MEANS

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

Subject: Memorandum of Understanding (MOU) for Mail and Courier Services – City of Utica

Dear County Executive Picente:

Oneida County Central Services desires to renew the MOU for shared services to provide mail and courier services to the City of Utica with offices located in City Hall, 1 Kennedy Plaza, Utica, NY 13501. Under the agreement, Central Services will continue to assist the City of Utica with the daily processing and delivery of mail and parcels via United States Postal Services (USPS), Immediate Mailing Services (IMS), and United Parcel Service (UPS) and by courier between government buildings in Rome, Utica and Oriskany.

Oneida County Central Services will add no fees or costs as a premium for the services provided. The City of Utica will be charged only for actual postage and parcel fees used in the same manner that County departments are charged. Routine pickup and delivery of mail and parcels for City of Utica will be handled by the Central Services Courier at City Hall, 1 Kennedy Plaza, Utica as a normal stop on the courier route.

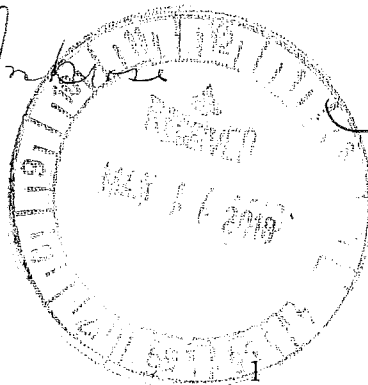
The City of Utica is expected to continue to realize savings for postage as a result of the discount rate offered by IMS. Use of E-Certified mail also offers the City of Utica a reduced rate when a return receipt is not required. If approved, the term of this MOU will be for 5 years beginning April 1, 2018 and March 31, 2023.

Based on the firm belief that City of Utica will continue to save money by sharing Mail and Courier Services with Oneida County, Board of Legislators approval is respectfully requested for this MOU.

Sincerely,

AnneMarie Ambrose
Director, Central Services

Attachment



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

Anthony J. Picente Jr.
County Executive

Date 5-10-18

Oneida Co. Department: Central Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

Oneida County Board of Legislators

Name & Address of Vendor: City of Utica
1 Kennedy Plaza
Utica, New York 13502

Title of Activity or Service: Memorandum of Understanding (MOU) for Mail and Courier Services

Proposed Dates of Operation: April 1, 2018 to March 31, 2023.

Client Population/Number to be Served: City of Utica Departments

Summary Statements:

1. **Narrative Description of Proposed Services:** Mail and parcel processing and delivery for City of Utica government offices. City of Utica will pay actual postage and parcel fees. No premium fees will be charged. City of Utica's City Hall, located at 1 Kennedy Plaza, Utica is already a routine stop for the OC Central Services Mail Courier.
2. **Program/Service Objectives and Outcomes:** Shared Services Agreement offers the City of Utica a cost savings in the form of discount postage from Immediate Mailing Services as well as use of E-Certified service for certified mail that does not require a return receipt.
3. **Program Design and Staffing:** Oneida County mail staff currently stops at City Hall for pickup and delivery of mail and other parcels.

Total Funding Requested: \$0. **Account:** A2224

Oneida County Dept. Funding Recommendation: \$0

Proposed Funding Sources (Federal \$/State \$/County\$): City of Utica

Cost per Client Served: N/A

Past Performance Data: This shared service first began in 2014.

O.C. Departmental Staff Comments: Recommend approval based on expectation that this Shared Services agreement will result in continued cost savings for City of Utica. This service has been operating smoothly since beginning in 2014 and has resulted in a significant savings to the City, with no added cost to the County.

MEMORANDUM OF UNDERSTANDING

Mail and Courier Services

Between the City of Utica and the County of Oneida

This Memorandum of Understanding (the "MOU") is by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York, by and through its Department of Central Services, hereinafter referred to collectively as the "County," and the City of Utica, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at 1 Kennedy Plaza, Utica, New York 13502, hereinafter referred to as the "City."

PURPOSE:

The Purpose of this MOU is to establish a shared services agreement with a goal of pooling the resources of staff and equipment between the City and the County. This MOU is intended to assist the City with the daily processing and delivery of mail and parcels via either the United States Postal Service ("USPS"), Immediate Mailing Services ("IMS"), United Parcel Service ("UPS"), or by courier, between government services buildings in Rome and Utica, including Griffiss International Airport and the Oriskany Complex.

TERM:

The term of this MOU will be for a period of sixty months (60) beginning on or about April 1, 2018 and ending March 31, 2023, unless terminated sooner. This MOU may be terminated at any time by either party upon written notice of sixty (60) days to the address written above.

FEE:

There shall be no County fees or costs added as a premium for the services described herein. This MOU is intended to provide mutual coordination of mailroom, postage and delivery services at no additional fee for service other than the normally anticipated costs for postage and parcels at USPS, IMS and UPS rates. These rates are more fully described in Exhibit "A," "Mailroom Services and Routes," attached hereto and made a part hereof.

From time-to-time, USPS, IMS and/or UPS may raise or otherwise change shipping and postal charges and rates. The County and the City agree that this MOU shall continue in effect without additional amendment or alteration required at the time of any rate change. Both the City and the County accept and agree that they will be bound by the rates established by the USPS, IMS and UPS.

SUMMARY OF SERVICES:

1. The County's mailroom staff will provide pickup and processing services of outgoing mail and UPS parcels from the City daily during the regular work week of Monday through Friday. At that time, any mail to be delivered from other stops on the County's mail route will be delivered to the City. Mail being picked up at that time will be transferred to the County's mailroom to have postage affixed, recorded and delivered to the United States Postal Facility located on Pitcher Street, or to be picked up by IMS or UPS.
2. The City will ensure that outgoing mail has been prepared in accordance with the established shipping standards of USPS, IMS or UPS, whichever service is used. A record of postage and parcel expenses will be kept by the County for each of the City's department accounts and invoices will be submitted to the City monthly.
3. Charges for postage, UPS shipping, etc. will be exactly the same for City departments as it is for County departments. There will be no premium or additional charges added. The City will receive full benefit of the discount mail rate offered by IMS for qualifying mail.
4. The City will submit payment to the County monthly for services provided in the previous month.

INDEPENDENT CONTRACTOR STATUS:

The City agrees that its officers, agents, directors, employees or members, in accordance with the status of the City as an independent contractor, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership credit.

The County agrees that its officers, agents, directors, employees or members, in accordance with the status of the County as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of

the City, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership credit.

INDEMNIFICATION

To the fullest extent permitted by applicable law, the City (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including the City's authorized personnel) arising out of or in connection with the exercise by the City or any of the City's authorized personnel of the rights and privileges granted by or pursuant to this MOU, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

ENTIRE AGREEMENT

The terms of this MOU, 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 MOU. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto.

No waiver, alterations or modifications of any provisions of this MOU shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates written below.

APPROVED
BY LAW DEPT. *MB*

CITY OF UTICA
Robert M. Palmieri
Robert M. Palmieri, Mayor

5/1/18
Date

ONEIDA COUNTY

Anthony J. Picente, Jr. County Executive

Date

Approved

Robert E. Pronteau, Assistant County Attorney

EXHIBIT A
MAILROOM SUMMARY AND ROUTES

Mailing services include:

United States Postal Service (USPS) Priority, Express, International, Certified and Return-receipt services

- Presort rate is \$0.424 as of January 1, 2018, subject to change per post office guidelines
- Discount rate for 1st Class Flat Mail
- Discount rate for Priority and Express via Pitney Bowes Mail Machine
- E-Certified Mail — offers reduced rate without need for Return Receipt
 - PC-based program creates Ship Request for Mailroom. Users can track USPS website for signature and delivery status
- Certified Mail with Return Receipt if required
- Includes discount rates via Pitney Bowes Mail Machine

United Parcel Service (UPS) services including Next-Day and 2nd Day-Air

Daily deliveries of inter-office mail and courier services are provided to departments Countywide. Our Courier makes two "runs" to deliver mail and one to deliver supplies each business day.

The mailroom handles an average of 2500 pieces of first class mail each workday, and up to 8000 pieces of mail per day during peak periods at tax time. Discounted flat is provided by Immediate Mail Services. Outgoing mail schedule must be received in the County mailroom as follows in order to be sent the same day:

- DISCOUNT MAIL — 2pm daily (Monday — Friday)
 - **Note:** Due to changes implemented by the USPS in 2012, mail sent out on Fridays will not be processed until Mondays. Offices that send mail on Fridays should expect a delay in mail delivery due to this change
- FIRST CLASS MAIL — 2:30pm daily (Monday — Friday)
 - **Note:** the Mailroom can accommodate urgent mail that arrives after 2:30pm in an emergency

COURIER ROUTES

Courier Routes - Daily pickup and delivery except as noted; all departure and return times are approximate.

Run #1 Utica Route — Departs Oneida County Office Building 9am and returns 10:20am

Order of Stops:

- 1) New York State Office Building
 - a) Inter-Office from and to all State Agencies
- 2) Mohawk Valley Community College, (additional 2pm run on Monday, Wednesday and Friday only)
- 3) 185 Genesee Street (Adirondack Bank Building)
- 4) 321 Main Street (Union Station)
- 5) 209 Elizabeth Street (Paul Building)
- 6) 235 Elizabeth Street (Law Library)
- 7) 406 Elizabeth Street (Health Clinic)
- 8) 500 Whitesboro Street (Insight House)
- 9) 1617 South Street (WIC)
- 10) 1600 Genesee Street (Solid Waste Authority)
- 11) 930 York Street (Child Advocacy Center)

Run #2 Rome Route — Departs Oneida County Office Building 10:30 am and returns 1:00 pm.

- 1) 51 Leland Avenue
- 2) Griffiss Business Park
 - a) Oneida County Airport Offices
 - b) EDGE
 - c) Veterans
- 3) Rome City Hall
- 4) Oneida County Courthouse
- 5) 300 W. Dominick Street
- 6) 301 W. Dominick Street
- 7) Oriskany Offices Complex
 - a) OFA, Traffic Safety and STOP-DWI (120 Airline Bldg.)
 - b) Public Works
 - c) Oneida County Sheriff
 - d) 911 Emergency Management
 - e) Cornell Cooperative Extension
- 8) Utica City Hall

Run #3 Utica, Various Locations — Departs Oneida County Office Building 2pm

- Delivery of Print Shop orders and supplies



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 21, 2018

Gerald J. Fiorini, Chairman
Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

FN 20 18-186

PUBLIC WORKS

Dear Chairman Fiorini:

WAYS & MEANS

On July 12, 2017, the Board approved Resolution #231, which put \$500,000 in an account to help reimburse the various municipalities in their clean-up efforts after the devastating floods last year. I made a commitment to reimburse the local municipalities for their cleaning efforts up to fifty percent. I received reimbursement requests from 12 municipalities and the final tally for all the various clean-ups is \$1,217,349.48. The fifty percent reimbursement pledge would equal \$608,675.00, which is \$108,675 above what was budgeted. I would like to keep my word to all the municipalities and be able to reimburse at the fifty percent rate.

I therefore, respectfully request your Board to act on this legislation which would increase Oneida County's commitment to the local towns, villages and cities affected by the terrible floods of 2017.

I therefore request your Board's approval of the following 2018 transfer for the General Fund:

TO:

AA# A6414.495 Oneida County Regional Assistance \$ 108,675.00

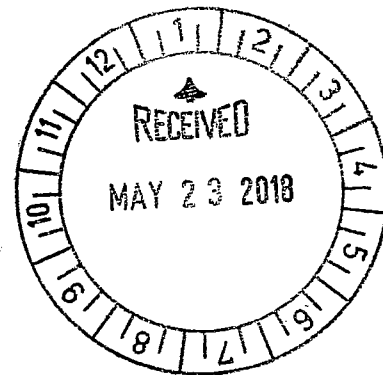
FROM:

AA# A1992.9 Contingent – Salaries..... \$ 108,675.00

Respectfully submitted,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget Director
DPW Commissioner



ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 231

INTRODUCED BY: Messrs. Porter, Flisnik, Koenig, D'Onofrio, Mrs. Pratt

2ND BY: Mr. Sacco.

RE: SUPPLEMENTAL APPROPRIATION OF \$750,000.00 TO AA#A6414.495 – ONEIDA COUNTY REGIONAL ASSISTANCE

WHEREAS, In accordance with Section 609 of the Administrative Code, the County Executive has requested a supplemental appropriation be made in the amount of \$750,000.00 to AA#A6414.495 – Oneida County Regional Assistance, and

WHEREAS, Said emergency supplemental appropriation will be supported by unanticipated revenue in the following account in the following amount:

RA#889-889-10	Fund Balance – Economic Development	\$750,000.00
---------------	-------------------------------------	--------------

now, therefore, be it hereby

RESOLVED, That a supplemental appropriation, from 2017 funds, as hereinafter set forth, be and the same is hereby approved:

TO:

AA#A6414.495	Oneida County Regional Assistance	\$750,000.00
--------------	-----------------------------------	--------------

APPROVED: Ways and Means Committee (July 12, 2017)

DATED: July 12, 2017

Adopted by the following vote:

AYES 23 NAYS 0 ABSENT 0

JULY 1, 2017 FLOODING
Breakdown by Category

CAT. A CAT. B

CITY / TOWN / VILLAGE	DEBRIS	TEMP. EMERGENCY REPAIRS	TOTAL REQUEST	50% REIMBURSEMENT PAYMENT
C/Utica	-	\$16,630.36	\$16,630.36	\$8,315.18
T/Augusta				
T/Deerfield				
T/Floyd				
T/Kirkland	\$84,062.36	\$248,696.78	\$332,759.15	\$166,379.57
T/Marcy	\$4,496.72	-	\$4,496.72	\$2,248.36
T/Marshall	-	\$31,305.48	\$31,305.48	\$15,652.74
T/New Hartford	\$177,292.62	\$502,453.66	\$679,746.28	\$339,873.14
T/Paris	\$3,203.03	\$31,206.95	\$34,409.99	\$17,204.99
T/Trenton	-	\$13,881.71	\$13,881.71	\$6,940.86
T/Vernon				
T/Westmoreland	-	\$26,151.27	\$26,151.27	\$13,075.64
T/Whitestown	\$30,840.94	-	\$30,840.94	\$15,420.47
V/New Hartford	-	\$5,187.26	\$5,187.26	\$2,593.63
V/New York Mills				
V/Oriskany Falls	-	\$751.39	\$751.39	\$375.69
V/Waterville				
V/Whitesboro	\$31,639.15	\$9,549.79	\$41,188.94	\$20,594.47
V/Yorkville				
TOTALS:	\$331,534.82	\$885,814.65	\$1,217,349.48	\$608,674.74



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 11, 2018

FN 20 18-187

Board of Legislators
800 Park Avenue
Utica, New York 13501

PUBLIC WORKS

WAYS & MEANS

Honorable Members,

The heavy snow events for both the 2016-17 and 2017-18 snow seasons resulted in a higher than average cost due to several storms.

The towns that plow our County roads, along with their own, have done an outstanding job under severe weather circumstances.

It is for this I am recommending a one-time additional payment of \$200 per mile for those towns under contract. There is unanticipated revenue in D3501 Consolidated Highway Aid for this payment.

I respectfully request your approval of the following 2018 supplemental appropriation:

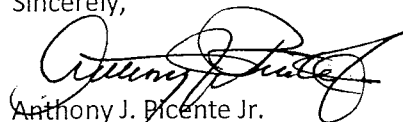
D5142.495	Other Expenses	\$114,938.00
------------------	-----------------------	---------------------

Supported by unanticipated revenue in:

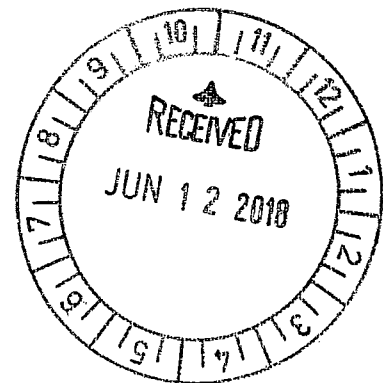
D3501	Consolidated Highway Aid	\$114,938.00
--------------	---------------------------------	---------------------

Thank you for your anticipated consideration in this matter.

Sincerely,


Anthony J. Picente Jr.
Oneida County Executive

CC: Dennis Davis, Commissioner Department of Public Works
CC: Thomas Keeler, Budget Director



	ONEIDA COUNTY		
	CENTER LANE		COST
TOWNS	MILES CONTRACTED		
	BY THE TOWNS		
			200.00
ANNSVILLE	17.90		3,580.00
AUGUSTA	0.00		0.00
AVA	16.07		3,214.00
BOONVILLE	17.99		3,598.00
BRIDGEWATER	13.50		2,700.00
CAMDEN	25.49		5,098.00
DEERFIELD	17.46		3,492.00
FLORENCE	8.87		1,774.00
FLOYD	30.69		6,138.00
FORESTPORT	15.91		3,182.00
KIRKLAND	26.43		5,286.00
LEE	23.42		4,684.00
MARCY	33.84		6,768.00
MARSHALL	15.18		3,036.00
NEW HARTFORD	20.19		4,038.00
PARIS	28.20		5,640.00
REMSEN	21.86		4,372.00
ROME	15.01		3,002.00
SANGERFIELD	15.47		3,094.00
SHERRILL	1.01		202.00
STEUBEN	23.30		4,660.00
TRENTON	29.42		5,884.00
VERNON	25.30		5,060.00
VERONA	30.45		6,090.00
VIENNA	20.34		4,068.00
WESTERN	16.52		3,304.00
WESTMORELAND	35.21		7,042.00
WHITESTOWN	29.66		5,932.00
TOTAL	574.69		114,938.00

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road, Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

May 9, 2018

FN 20 18-188

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

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

Attached is the Master Template for the 2018 Mowing Agreements that Oneida County intends to establish with various towns and the City of Rome to mow County roads within their municipality. Also included is a chart outlining the breakdown of mileage and payments for those municipalities that are interested in entering into the agreements. We would like to leave the opportunity to participate open to those municipalities who have not yet given us an answer.

Under the proposed Mowing Agreement, the municipalities will receive \$400.00 per mile in 2018.

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

Thank you in advance for your consideration.

Sincerely,

Dennis S. Davis
Commissioner

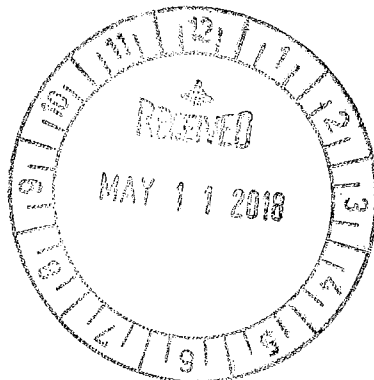
DSD/mp

Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 5-11-18



2018 Roadside Mowing Costs

Town	County Centerline Miles	Rate Per Mile	Cost
ANNSVILLE	16.92	\$ 400.00	\$ 6,768.00
AUGUSTA	18.42	\$ 400.00	\$ 7,368.00
AVA	15.82	\$ 400.00	\$ 6,328.00
BOONVILLE	17.87	<i>Not Interested</i>	\$ -
BRIDGEWATER	13.34	\$ 400.00	\$ 5,336.00
CAMDEN	24.24	\$ 400.00	\$ 9,696.00
DEERFIELD	17.82	\$ 400.00	\$ 7,128.00
FLORENCE	26.17	<i>Not Interested</i>	\$ -
FLOYD	27.00	\$ 400.00	\$ 10,800.00
FORESTPORT	15.30	<i>Not Interested</i>	\$ -
KIRKLAND	24.36	\$ 400.00	\$ 9,744.00
LÉE	23.01	<i>Not Interested</i>	\$ -
MARCY	27.82	\$ 400.00	\$ 11,128.00
MARSHALL	17.11	\$ 400.00	\$ 6,844.00
NEW HARTFORD	20.37	\$ 400.00	\$ 8,148.00
PARIS	27.42	\$ 400.00	\$ 10,968.00
REMSEN	21.02	<i>Not Interested</i>	\$ -
ROME	17.42	\$ 400.00	\$ 6,968.00
SANGERFIELD	14.80	\$ 400.00	\$ 5,920.00
STEBEN	22.65	\$ 400.00	\$ 9,060.00
TRENTON	28.05	\$ 400.00	\$ 11,220.00
VERNON	21.92	\$ 400.00	\$ 8,768.00
VERONA	34.38	\$ 400.00	\$ 13,752.00
VIENNA	18.93	\$ 400.00	\$ 7,572.00
WESTERN	17.32	\$ 400.00	\$ 6,928.00
WESTMORELAND	36.29	\$ 400.00	\$ 14,516.00
WHITESTOWN	27.66	<i>Not Interested</i>	\$ -
TOTAL:			\$ 184,960.00

*No Answer as of 5/9/2018

*No Answer as of 5/9/2018

*No Answer as of 5/9/2018

Oneida Co. Department: Public Works – Highways & Bridges

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor Various Municipalities in Oneida County

Title of Activity or Service: Mowing along County Roads

Proposed Dates of Operation: May 14, 2018 – November 2, 2018

Client Population/Number to be Served: Oneida County Residents and those who travel on Oneida County Roads

Summary Statements

- 1) **Narrative Description of Proposed Services:** Participating Municipality to mow along Oneida County Roads in right-of-ways and around intersections at the rate of \$400 per mile.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** Participating Municipality Employees

Total Funding Requested: Up to \$14,516 per participating municipality. (See 2018 Roadside Mowing Costs spreadsheet for maximum for each municipality.) **Account #:** D5110.495

Oneida County Dept. Funding Recommendation: Up to \$14,516 per participating municipality.

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This program is an effort to utilize existing resources to accomplish a common goal.

INTERMUNICIPAL AGREEMENT FOR MOWING

THIS AGREEMENT, by and between the County of Oneida (hereinafter referred to as the "County"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, and _____ (hereinafter referred to as the "Town"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at _____ (each a Party and collectively the "Parties").

WHEREAS, the County proposes the Town perform roadside mowing on the improved County road system located within the geographical boundaries of the Town for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, the Town Board of the Town has adopted a resolution accepting the proposal of the County and authorizing the Town to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. TERM

1.1 The term of this Agreement shall be from May 14, 2018 to November 2, 2018.

1.2 This Agreement is not renewable and the County reserves the right to seek the same or similar services from third parties.

2. SCOPE OF WORK

2.1 The Town shall mow, cut down, or otherwise remove grass, weeds, and shrubs from the right-of-way of certain roads (hereinafter referred to as the "Work").

2.2 The Parties hereby agree that said roads consist of _____ miles of improved County roads located within the geographical boundaries of Town, further described in the New York State Department of Transportation Local Roads Listing, attached hereto as **EXHIBIT A**.

2.3 The Town shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.

2.4 The Town shall mow the right-of-way portions of the Roads in the following order:

2.4.1 The first pass shall include ditches and around all intersections and driveways;

2.4.2 The second pass shall include all of the County's right-of-way, as practical; and

2.4.3 A third pass shall be at the option of the County's Deputy Commissioner of Public Works, or his designee, and shall include ditches and around all intersections and driveways.

3. PERFORMANCE OF WORK

- 3.1 The Town shall secure and maintain safe Work sites and conditions in accordance with all applicable State and Federal law. In particular, the Town shall erect and properly maintain warning signs and traffic control devices pursuant to the *Manual on Uniform Traffic Control Devices for Streets and Highways*.
- 3.2 The Town shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable Federal, State, County and Municipal laws, rules, ordinances and regulations.
- 3.3 The Town shall be responsible for providing its employees and/or subcontractors all safety equipment necessary. It shall take all appropriate precautions for the safety of employees on the Work site and shall comply with all applicable provisions of Federal, State and Local regulations, ordinances and codes.
- 3.4 The Town represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.
- 3.5 The Town shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

4. PAYMENT

- 4.1 The County shall pay the Town the sum of Four Hundred Dollars (\$400.00) per mile, for a total cost not to exceed Number Dollars (\$#.00).
- 4.2 The County shall provide payment to the Town on a Work completed basis. In order to receive payment, the Town shall submit a detailed invoice to the County that provides the dates, locations, equipment, and labor used by the Town to complete the Work.
- 4.3 The County shall have no liabilities to the Town other than the amount specified above.
- 4.4 The County shall not be liable for late fees or interest on late payments.
- 4.5 The County reserves the right to offset payment under this Agreement due to Town's failure to perform its obligations under this Agreement, or for damages to the County.
- 4.6 It is understood and agreed that the County shall not be responsible for any costs incurred by the Town prior to the effective date or following the termination date of this Agreement.

5. NON-ASSIGNMENT

- 5.1 Each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

6. SUBCONTRACTS

- 6.1 The Town may, at Town's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.
- 6.2 A subcontractor is a person who has an agreement with the Town to perform any of the Work described herein.
- 6.3 The Town agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Town proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Town and any subcontractor(s) regarding the award of any portion of the Work within ten (10) days of their final execution.
- 6.4 Agreements between the Town and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits.

7. INDEMNIFICATION

- 7.1 The obligations of the Town under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.
- 7.2 To the fullest extent permitted by law, the Town agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the roads. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

8. INSURANCE REQUIREMENTS

- 8.1 The Town shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 8.2 Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent

contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured. Contactor shall maintain said CGL coverage for itself and the additional insured for the duration of the Contract Period, and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.

8.3 Workers' Compensation and Employer's Liability, pursuant to statutory limits.

8.4 Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.

8.5 Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence. The County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

8.6 Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8.7 The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

9. INDEPENDENT CONTRACTOR STATUS

9.1 For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the Town and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, not

but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.

- 9.2 The County shall not make any withholding from payments for taxes or any other obligations. The Town shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Town shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

10. TERMINATION

- 10.1 The County shall give written notice to the Town of any breach of the terms and conditions of this Agreement. The Town shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Town has failed to cure the breach after seventy-two (72) hours, the County may immediately terminate this Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost profits or any other damages.
- 10.2 Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice of termination to the Town. This provision should not be understood as waiving the County's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.
- 10.3 The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Town by certified mail. In such an event, the County shall be under no further obligation to the Town other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

11. CHOICE OF LAW AND FORUM

- 11.1 This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11.2 Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

12. SUCCESSORS AND ASSIGNS

12.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. SEVERABILITY

13.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

14. ENTIRE AGREEMENT

14.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

15. INCORPORATION BY REFERENCE

15.1 The Oneida County Standard Addendum is attached hereto as **EXHIBIT B**.

15.2 All exhibits are deemed incorporated into this Agreement, whether or not actually attached hereto.

16. NON-WAIVER

16.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. A waiver to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of any other provision.

17. INTERPRETATION

17.1 A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required be construed as to prohibit the Party from permitting others within its control to perform the act.

17.2 Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.

17.3 The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar term, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

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

19. AUTHORITY TO ACT/SIGN

19.1 The Town's signatories hereby represent, warrant, personally guarantee and certify that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; the execution and delivery by the Town's signatories of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Town. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

TOWN OF _____

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

By: _____
Name
Town Supervisor

Date: _____

Date: _____

By: _____
Dennis S. Davis, Commissioner
Oneida County DPW

By: _____
Name
Highway Superintendent

Date: _____

Date: _____

APPROVED

By: *Linda Bylica Lark*
9/16/18 Linda Bylica Lark, Esq.
Assistant County Attorney

Date: 5/11/18

EXHIBIT A

2017 NEW YORK STATE D.O.T. LOCAL ROADS LISTING TOWN OF ANNSVILLE

Updated 7/18/2017

Route #	Name	Segment Mileage
53	Lee Center - Taberg Rd - CR53	1.79
66	Blossvale Rd - CR66	2.22
66	Herder Rd - CR66	0.80
67A	Sheehan Rd - CR67A	6.94
69	McConnellsville Rd - CR69	0.81
70A	Taberg Rd - CR70A	4.36
TOTAL:		16.92

EXHIBIT B

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of 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. CERTIFICATIONS 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:
 - i. 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, an 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.
 - ii. 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.
 - iii. 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,
 - i. 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 contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;
- ii. 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:
- i. 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 ongoing 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), above;

D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. 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

- ii. 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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. 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;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

- viii. 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
 - ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. 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
 - iii. 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 any 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. WORKERS' 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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 (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including:

chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road, Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

May 9, 2018

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

Dear County Executive Picente,

Attached is the Master Template for the 2018 Ditching Agreements that Oneida County intends to establish with various towns and the City of Rome to ditch County roads within their municipality. Also included is a chart outlining the breakdown of the payments for those municipalities that are interested in entering into the agreements. We would like to leave the opportunity to participate open to those municipalities who have not yet given us an answer.

Under the proposed Ditching Agreement, the municipalities will receive a maximum of \$340.00 per hour; not to exceed a total of \$13,600.00.

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

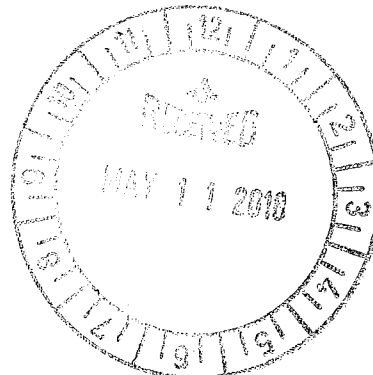
Thank you in advance for your consideration.

Sincerely,

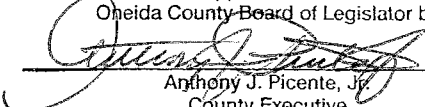

Dennis S. Davis
Commissioner

DSD/mp

Enclosures



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


Anthony J. Picente, Jr.
County Executive

Date 5-11-18

FN 20 18-189

PUBLIC WORKS
WAYS & MEANS

2018 Roadside Ditching Costs

Town	Hours	Rate Per Mile	Cost
ANNSVILLE	40	\$ 340.00	\$ 13,600.00
AUGUSTA	40	\$ 340.00	\$ 13,600.00
AVA	40	\$ 340.00	\$ 13,600.00
BOONVILLE	<i>Not Interested</i>		\$ -
BRIDGEWATER	40	\$ 340.00	\$ 13,600.00
CAMDEN	40	\$ 340.00	\$ 13,600.00
DEERFIELD	<i>Not Interested</i>		\$ -
FLORENCE	<i>Not Interested</i>		\$ -
FLOYD	40	\$ 340.00	\$ 13,600.00
FORESTPORT	<i>Not Interested</i>		\$ -
KIRKLAND	40	\$ 340.00	\$ 13,600.00
LEE	40	\$ 340.00	\$ 13,600.00
MARCY	40	\$ 340.00	\$ 13,600.00
MARSHALL	40	\$ 340.00	\$ 13,600.00
NEW HARTFORD	40	\$ 340.00	\$ 13,600.00
PARIS	40	\$ 340.00	\$ 13,600.00
REMSSEN	<i>Not Interested</i>		\$ -
ROME	40	\$ 340.00	\$ 13,600.00
SANGERFIELD	40	\$ 340.00	\$ 13,600.00
STEBEN	40	\$ 340.00	\$ 13,600.00
TRENTON	40	\$ 340.00	\$ 13,600.00
VERNON	<i>Not Interested</i>		\$ -
VERONA	40	\$ 340.00	\$ 13,600.00
VIENNA	40	\$ 340.00	\$ 13,600.00
WESTERN	40	\$ 340.00	\$ 13,600.00
WESTMORELAND	40	\$ 340.00	\$ 13,600.00
WHITESTOWN	<i>Not Interested</i>		\$ -
TOTAL:			\$ 272,000.00

*No Answer as of 5/9/2018

*No Answer as of 5/9/2018

*No Answer as of 5/9/2018

Oneida Co. Department: Public Works – Highways & Bridges

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor Various Municipalities in Oneida County

Title of Activity or Service: Ditching County Roads

Proposed Dates of Operation: May 1, 2018 – December 1, 2018

Client Population/Number to be Served: Oneida County Residents and those who travel on Oneida County Roads

Summary Statements

1) Narrative Description of Proposed Services: Participating municipality to ditch along County Roads at a rate up to \$340 per hour, for up to 40 hours, totaling an amount up to \$13,600.

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

3) Program Design and Staffing: Participating Municipality Employees

Total Funding Requested: Up to \$13,600 per participating municipality. **Account #:** D5110.495

Oneida County Dept. Funding Recommendation: Up to \$13,600 per participating municipality.

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This program is an effort to utilize existing resources to accomplish a common goal.

DITCHING AGREEMENT 2018

THIS AGREEMENT, by and between the County of Oneida (hereinafter referred to as the "County"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, and _____ (hereinafter referred to as the "Town"), a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at _____ (each a Party and collectively the "Parties").

WHEREAS, the County proposes the Town perform roadside ditching on the improved County road system located within the geographical boundaries of the Town for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, the Town Board of the Town has adopted a resolution accepting the proposal of the County and authorizing the Town to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. TERM

1.1 The term of this Agreement shall be from May 1, 2018 to December 1, 2018.

1.2 This Agreement is not renewable and the County reserves the right to seek the same or similar services from third parties.

2. SCOPE OF WORK

2.1 The Town shall ditch, trench, excavate and drain the right-of-way portions of County roads from within the geographical boundaries of the Town, or within designated areas as directed by the County (hereinafter referred to as the "Work").

2.2 The Town shall remove, transport, and dispose of excess soil removed from said right-of-way portions of roads.

2.3 The Town shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.

2.4 The Town agrees to expend up to forty (40) hours of Work, for the term of this Agreement.

3. PERFORMANCE OF WORK

3.1 The Town shall secure and maintain safe Work sites and conditions in accordance with all applicable State and Federal law. In particular, the Town shall erect and properly maintain warning signs and

traffic control devices pursuant to the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

- 3.2 The Town shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable Federal, State, County and Municipal laws, rules, ordinances and regulations.
- 3.3 The Town shall be responsible for providing its employees and/or subcontractors all safety equipment necessary. It shall take all appropriate precautions for the safety of employees on the Work site and shall comply with all applicable provisions of Federal, State and Local regulations, ordinances and codes.
- 3.4 The Town represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.
- 3.5 The Town shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

4. PAYMENT

- 4.1 The County shall pay the Town for the Work, including its labor and equipment, at the following rates:
 - 4.1.1 Gradall, 2- single axle trucks, flag-person and operators \$275 per hour.
 - 4.1.2 Gradall, 1- tandem, 1-single axle trucks, flag-person and operators \$305 per hour.
 - 4.1.3 Gradall, 2- tandem axle trucks, flag-person and operators \$340 per hour.
 - 4.1.4 Backhoe, 2- tandem axle trucks, flag-person and operators \$300 per hour.
- 4.2 The County shall not pay more than \$13,600.00 to the Town during the term of this Agreement.
- 4.3 The County shall provide payment to the Town on a Work completed basis. The Town shall submit a detailed invoice to the County that provides the dates, locations, equipment, and labor used by the Town to complete the Work in order to receive payment.
- 4.4 The County shall have no liabilities to the Town other than the amount specified above.
- 4.5 The County shall not be liable for late fees or interest on late payments.
- 4.6 The County reserves the right to offset payment under this Agreement due to Town's failure to perform its obligations under this Agreement, or for damages to the County.
- 4.7 It is understood and agreed that the County shall not be responsible for any costs incurred by the Town prior to the effective date or following the termination date of this Agreement.

5. NON-ASSIGNMENT

- 5.1 Each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

6. SUBCONTRACTS

- 6.1 The Town may, at Town's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.
- 6.2 A subcontractor is a person who has an agreement with the Town to perform any of the Work described herein.
- 6.3 The Town agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Town proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Town and any subcontractor(s) regarding the award of any portion of the Work within ten (10) days of their final execution.
- 6.4 Agreements between the Town and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement and all Exhibits.

7. INDEMNIFICATION

- 7.1 The obligations of the Town under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.
- 7.2 To the fullest extent permitted by law, the Town agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the roads. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

8. INSURANCE REQUIREMENTS

- 8.1 The Town shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 8.2 Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent

contracts, products, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured. The Town shall maintain said CGL coverage for itself and the additional insured for the duration of the contract, and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.

8.3 Workers' Compensation and Employer's Liability, pursuant to statutory limits.

8.4 Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.

8.5 Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence. The County shall be included as an additional insured. Excess/Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

8.6 Waiver of Subrogation: The Town waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8.7 The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Town of any of the insurance requirements, nor decrease the liability of the Town. The County reserves the right to require the Town to provide insurance policies for review by the County. The Town grants the County a limited power of attorney to communicate with the Town's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

9. INDEPENDENT CONTRACTOR STATUS

9.1 For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the Town and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, not

but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.

- 9.2 The County shall not make any withholding from payments for taxes or any other obligations. The Town shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Town shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

10. TERMINATION

- 10.1 The County shall give written notice to the Town of any breach of the terms and conditions of this Agreement. The Town shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Town has failed to cure the breach after seventy-two (72) hours, the County may immediately terminate this Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost profits or any other damages.
- 10.2 Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice of termination to the other. This provision should not be understood as waiving the County's right to terminate this Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.
- 10.3 The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Town by certified mail. In such an event, the County shall be under no further obligation to the Town other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

11. CHOICE OF LAW AND FORUM

- 11.1 This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11.2 Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

12. SUCCESSORS AND ASSIGNS

12.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. SEVERABILITY

13.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

14. ENTIRE AGREEMENT

14.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter.

15. INCORPORATION BY REFERENCE

15.1 The Addendum - Oneida County Standard Conditions is attached hereto as **EXHIBIT A**, and is deemed incorporated into this Agreement whether or not actually attached hereto.

16. NON-WAIVER

16.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. A waiver to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of any other provision.

17. INTERPRETATION

17.1 A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required be construed as to prohibit the Party from permitting others within its control to perform the act.

17.2 Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.

17.3 The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar term, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

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

19. AUTHORITY TO ACT/SIGN

19.1 The Town's signatories hereby represent, warrant, personally guarantee and certify that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; the execution and delivery by the Town's signatories of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Town. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

TOWN OF _____

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

By: _____
Name
Town Supervisor

Date: _____

Date: _____

By: _____
Dennis S. Davis, Commissioner
Oneida County DPW

By: _____
Name
Highway Superintendent

Date: _____

Date: _____

APPROVED

By: Linda Bylica Lark, Esq.
01/18 Linda Bylica Lark, Esq.
Assistant County Attorney

Date: 5/11/18

EXHIBIT A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of 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. CERTIFICATIONS 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:
 - i. 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, an 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.
 - ii. 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.
 - iii. 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,
 - i. 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 contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;
- ii. 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:
- i. 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 ongoing 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), above;

D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. 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

- ii. 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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. 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;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

- viii. 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
 - ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. 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
 - iii. 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 any 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. WORKERS' 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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 (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including:

chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Roaf, Oriskany, New York 13424
Phone: (315) 793-6213 w Fax: (315) 768-6299

June 6, 2018

FN 20 18-190

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
2754.40	2205630	Mill St. Bridge over Fish Cr.	Camden	Federal	\$747,200
				Local	\$186,800
				Total	\$934,000

Oneida County has agreed to assist the Town of Camden and will assume project sponsor responsibilities. The Town of Camden has agreed to reimburse Oneida County all project expenses not covered by Federal or State aid.

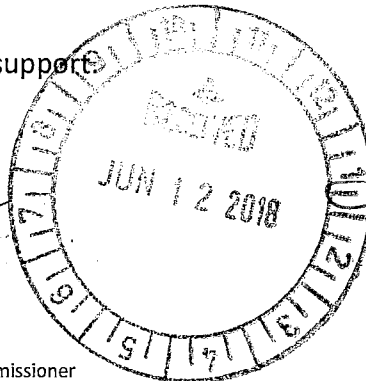
Enclosed is a Federal Aid Local Project Agreement between Oneida County and the State of New York for the engineering phase. When executed, the County will accept project sponsor responsibilities and can be reimbursed up to \$115,200.00 in Federal funds for preliminary engineering and design expenses, per Schedule A of the agreement. The required local match, to be provided by the Town of Camden, would be twenty percent (20%) of eligible expenditures or up to \$28,800.00. The Federal Aid Local Project Agreement will be amended to cover construction and construction inspection expenses following completion of preliminary engineering and design.

If acceptable, please forward the enclosed agreement to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 6-12-18

Oneida Co. Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: New York State
Department of Transportation
50 Wolf Road
Albany, NY 12232

Title of Activity or Service: Intermunicipal Agreement
Proposed Dates of Operation: Start on Execution - 09/30/2021
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
				Federal	
2754.40	2205630	Mill St. Bridge over Fish Cr.	Camden	Federal	\$747,200
				Local	\$186,800
				Total	\$934,000

Oneida County has agreed to assist the Town of Camden and will assume project sponsor responsibilities. The Town of Camden has agreed to reimburse Oneida County all project expenses not covered by Federal or State aid.

Enclosed is a Federal Aid Local Project Agreement between Oneida County and the State of New York for the engineering phase. When executed, the County will accept project sponsor responsibilities and can be reimbursed up to \$115,200.00 in Federal funds for preliminary engineering and design expenses, per Schedule A of the agreement. The required local match, to be provided by the Town of Camden, would be twenty percent (20%) of eligible expenditures or up to \$28,800.00. The Federal Aid Local Project Agreement will be amended to cover construction and construction inspection expenses following completion of preliminary engineering and design.

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

3) Program Design and Staffing: N/A

4) Funding	Account #:	H-569	
	Total Funding Requested:	\$144,000.00	
	Oneida County Dept. Funding Recommendation:	\$144,000.00	
	Proposed Funding Sources	Federal:	\$115,200.00
		New York State:	\$0.00
		Local (Town of Camden):	\$28,800.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

MUNICIPALITY/SPONSOR: **Oneida County**
PROJECT ID NUMBER: **2754.40** BIN: **2205630**
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D035935**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the **County of Oneida** (the "Municipality/Sponsor")
acting by and through **Chairman, Board of Supervisors**
with its office at **800 Park Avenue, Utica, New York 13501**.

This Agreement covers eligible costs incurred on or after **4/9/2018**.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **Bridge Superstructure Replacement, Mill Street over Fish Creek (BIN 2205630) Village of Camden, Oneida County** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

MUNICIPALITY/SPONSOR: **Oneida County**
PROJECT ID NUMBER: **2754.40** BIN: **2205630**
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the **County Executive** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid

MUNICIPALITY/SPONSOR: **Oneida County**
PROJECT ID NUMBER: **2754.40** BIN: **2205630**
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A

Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

MUNICIPALITY/SPONSOR: Oneida County
PROJECT ID NUMBER: 2754.40 BIN: 2205630
CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

MUNICIPALITY/SPONSOR: **Oneida County**
PROJECT ID NUMBER: **2754.40** BIN: **2205630**
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation 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 organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion,

MUNICIPALITY/SPONSOR: Oneida County
PROJECT ID NUMBER: 2754.40 BIN: 2205630
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation 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.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

MUNICIPALITY/SPONSOR: Oneida County
PROJECT ID NUMBER: 2754.40 BIN: 2205630
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current

MUNICIPALITY/SPONSOR: Oneida County
PROJECT ID NUMBER: 2754.40 BIN: 2205630
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
 - (a) Via 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.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Jim McLaughlin
Title: Project Manager

Address: Planning and Program Management, 207 Genesee Street Utica, New York 13501
Telephone Number: (315)793-2450
Facsimile Number: (315) 793-2719
E-Mail Address: Jim.McLaughlin@dot.ny.gov

[Municipality/Sponsor] Oneida County

Name: Mr. Mark Laramie
Title: Deputy Commissioner of Engineering
Address: Oneida County Department of Public Works, 6000 Airport Road, Oriskany, NY 13424.
Telephone Number: (315)793-6228
Facsimile Number: (315)768-6299
E-Mail Address: Mlaramie@ocgov.net

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

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State

MUNICIPALITY/SPONSOR: **Oneida County**
PROJECT ID NUMBER: **2754.40** BIN: **2205630**
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A

Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction

MUNICIPALITY/SPONSOR: Oneida County
PROJECT ID NUMBER: 2754.40 BIN: 2205630
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

specifications and procedures on a project by project basis).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR: _____ MUNICIPALITY/SPONSOR ATTORNEY: _____
By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____

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

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.40**

OSC Municipal Contract #: D035935	Contract Start Date: 4/9/2018 _(mm/dd/yyyy) Contract End Date: 9/30/2022 _(mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
---	--

Purpose: Original Standard Agreement Supplemental Schedule A No.

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): County of Oneida
 Other Municipality/Sponsor (if applicable):

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REHAB **County (If different from Municipality):**

Marchiselli Eligible Yes No *(Check, if Project Description has changed from last Schedule A):*

Project Description: Bridge Superstructure Replacement Mill Street over Fish Creek (BIN 2205630) Village of Camden, Oneida County

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$0.00	\$0.00	\$0.00	\$ 0.00
<input checked="" type="checkbox"/>	Current SFY 18/19	\$21,600.00	\$0.00	\$0.00	\$21,600.00
Authorized Allocations to Date		\$21,600.00	\$ 0.00	\$ 0.00	\$21,600.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
2754.40.121	Current	STP (80%)	\$144,000.00	\$115,200.00	\$21,600.00	\$7,200.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$144,000.00	\$115,200.00	\$21,600.00	\$7,200.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including <u>Non-allocated</u> MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.						
Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$115,200.00	\$21,600.00	\$ 0.00	\$7,200.00	\$144,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2450</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.

- 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

January 2014

TABLE OF CONTENTS

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

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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.

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

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

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	Highway Training and Education
20.219	Recreational Trails Program
20.XXX	Highway Planning and Construction - Highways for LIFE;
20.XXX	Surface Transportation Research and Development;
20.500	Federal Transit-Capital Investment Grants
20.505	Federal Transit-Metropolitan Planning Grants
20.507	Federal Transit-Formula Grants
20.509	Formula Grants for Other Than Urbanized Areas
20.600	State and Community Highway Safety
23.003	Appalachian Development Highway System
23.008	Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE RESOLUTIONS

SAMPLE RESOLUTION BY MUNICIPALITY

(Locally Administered Project)

RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the _____, P.I.N. _____ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of ____% Federal funds and ____% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____.

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of

Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

SAMPLE RESOLUTION BY MUNICIPALITY

(NYSDOT Administered Project)

RESOLUTION NUMBER: _____

Authorizing the implementation and funding of a State "Marchiselli" Program-aid eligible transportation federal-aid project, to fully fund the local share of federal- and state-aid eligible and ineligible project costs and appropriating funds therefore.

WHEREAS, a Project for the _____, P.I.N. _____ (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of ____% Federal funds and ____% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____ work for the Project or portions thereof, with the federal share of such costs to be applied directly by the New York State Department of Transportation ("NYSDOT") pursuant to Agreement; and it is further

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the Project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance the full non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the non-federal share of the costs of the project exceed the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

May 24, 2018

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

FN 20 18-191

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
				Federal	
2754.43	2205730	Horton Road over Big Woodhull Creek	Town of Forestport	Federal	\$844,800.00
				Town	\$211,200.00
				Total	\$1,056,000.00
					0

This bridge is owned and maintained by the Town of Forestport. Oneida County has offered assistance to the Town of Forestport regarding PIN 2754.40. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State/Federal aid agreements and finance project expenses. Capital Project H-569 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via federal aid, State aid if received, and 100% reimbursement from the Town of Forestport for all remaining expenditures. An inter-municipal agreement formalizing these conditions was forwarded for consideration.

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed and scored on a qualifications basis. State and Federal procedures prohibit the use of consulting fees as a determining factor. It was decided that Barton & Loguidice, D.P.C., is the most qualified consultant for this project. Subsequently, the Department of Public Works negotiated a proposed contract with Barton & Loguidice, D.P.C., to prepare plans and specifications. Construction inspection services will be added at a later date via addendum.

On March 16, 2018 the Oneida County Board of Acquisition and Contract accepted a proposal from Barton & Loguidice, D.P.C. with a Lump Sum fee of \$164,000.00 to prepare a plans and specifications for rehabilitation of the Horton Road Bridge over Big Woodhull Creek in the Town of Forestport.



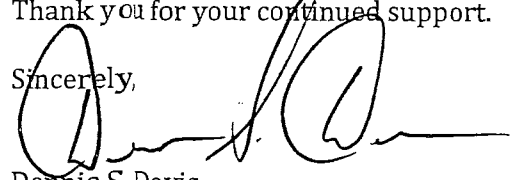
Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive
Date 6-8-18

If acceptable, please forward the enclosed agreement for the aforementioned services to the Oneida County Board of Legislators for consideration. This agreement would not be fully executed until the aforementioned inter-municipal agreement is approved and fully executed.

Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis S. Davis". The signature is fluid and cursive, with a large initial "D" and "S".

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

Competing Proposal _____
 Only Respondent _____
 Sole Source RFP _____
 Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Barton & Loguidice, D.P.C.
 443 Electronics Parkway
 Liverpool, NY 13088

Title of Activity or Service: Professional Consulting Services

Proposed Dates of Operation: Start on Execution - 09/30/2021

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
2754.43	2205730	Horton Road over Big Woodhull Creek	Town of Forestport	Federal	\$844,800.00
				Town	\$211,200.00
				Total	\$1,056,000.00

This bridge is owned and maintained by the Town of Forestport. Oneida County has offered assistance to the Town of Forestport regarding PIN 2754.40. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State/Federal aid agreements and finance project expenses. Capital Project H-569 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via federal aid, State aid if received, and 100% reimbursement from the Town of Forestport for all remaining expenditures. An inter-municipal agreement formalizing these conditions was forwarded for consideration.

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, Oneida County solicited an Expression of Interest (EOI) from each firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed and scored on a qualifications basis. State and Federal procedures prohibit the use of consulting fees as a determining factor. It was decided that Barton & Loguidice, D.P.C., is the most qualified consultant for this project. Subsequently, the Department of Public Works negotiated a proposed contract with Barton & Loguidice, D.P.C., to prepare plans and specifications. Construction inspection services will be added at a later date via addendum.

On March 16, 2018 the Oneida County Board of Acquisition and Contract accepted a proposal from Barton & Loguidice, D.P.C. with a Lump Sum fee of \$164,000.00 to prepare a plans and specifications for rehabilitation of the Horton Road bridge over Big Woodhull Creek in the Town of Forestport.

This agreement would not be fully executed until the aforementioned inter-municipal agreement is approved and fully executed.

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

3) Program Design and Staffing: N/A

4) Funding

Account #: H-569

Total Funding Requested: \$164,000.00

Oneida County Dept. Funding Recommendation: \$164,000.00

Proposed Funding Sources

Federal: \$131,200.00

New York State: \$0.00

Town of Forestport: \$32,800.00

Oneida County: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made this day of _____ 2018, by and between the COUNTY OF ONEIDA (hereinafter called "County"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, NY 13501, the TOWN OF FORESTPORT (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 12012 Woodhull Road, Forestport, NY 13338, and BARTON & LOGUIDICE, D.P.C. (hereinafter called "Consultant"), a domestic professional corporation, organized and existing under the laws of the State of New York with its place of business located at 443 Electronics Parkway, Liverpool, NY 13088 (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, County and Town require consulting services to assist in preparing detailed plans and specifications for rehabilitation of the Horton Road over Big Woodhull Creek Bridge (BIN 2205730). Project scope includes bridge replacement with minor approach work; and

WHEREAS, Consultant has submitted a proposal to provide such plans and specifications, more fully defined herein; and

WHEREAS, The Oneida County Board of Acquisition & Contract has authorized this Agreement;

NOW, THEREFORE, it is mutually agreed that for the consideration hereinafter set forth, Consultant shall provide certain services identified in **Attachment A** (hereinafter "the Services").

1. TERM

1.1. The term of this Agreement shall commence upon a written Notice to Proceed and shall terminate no later than September 30, 2021.

2. NOTICE TO PROCEED

2.1. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager, authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued.

3. COMPENSATION

3.1. Consultant will be paid a Lump Sum fee of **One Hundred Sixty-Four Thousand dollars and Zero cents (\$164,000.00)**, for all services identified in **Attachment A**. Payment shall be made on a basis of Services completed.

3.2. **Attachment B** and **Attachment C** shall be used to calculate payment due for Services

performed and reimbursable expenses.

3.2.1. Consultant shall provide detailed cost accounting for all reimbursable expenses.

3.3. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

3.4. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

3.5. Additional compensation, at a mutually agreed upon rate, will be paid if Consultant's services are required to defend claims or litigation resulting from this project, that are not the fault of Consultant.

3.6. It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

4. EXECUTORY OR NON-APPROPRIATION CLAUSE

4.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of termination.

5. SCOPE OF SERVICES

5.1. This Agreement represents the entire and integrated Agreement between the Parties

hereto and supersedes prior negotiations, representations or agreements, either written or oral.

5.2. Consultant agrees to provide Services in accordance with the project description and scope of services, defined in **Attachment A**.

5.3. Consultant shall furnish any equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

6. PERFORMANCE OF SERVICES

6.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

6.2. Consultant's Services shall be completed and submitted in accordance with industry standards.

6.3. It is understood and agreed that Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to do and perform Consultant's duties.

6.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County or Town. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

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

6.7. Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

6.8. Consultant acknowledges and agrees that it and its employees and subconsultants have no authority to enter into contracts that bind County or Town, or create obligations on the part of County or Town, without the prior written authorization.

6.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.10. Consultant shall immediately notify County in writing of any difficulty in complying with requirements of this Agreement.

7. NON-ASSIGNMENT

7.1. In compliance with New York General Municipal Law Section 109, Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by County.

8. SUBCONTRACTS

8.1. A subconsultant is a person who has an agreement with Consultant to perform any of the Services.

8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of subconsultants to whom it proposes to award any portion of the Services. County shall be provided a copy of any and all agreement(s) between Consultant and any subconsultants regarding the award of any portion of the Services within ten (10) days of their final execution.

8.3. Agreements between Consultant and the subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

9. CHANGE IN SERVICES

9.1. In case of changes affecting the Scope of Services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

10. PROJECT MANAGERS

10.1. County and Town designates the Deputy Commissioner, Division of Engineering, as their Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance

under this Agreement, and for liaison and coordination between the Parties. In the event County and Town wish to change their representative, Consultant will be notified in writing.

10.2. Consultant designates Matthew Patterson as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or subconsultant shall be subject to approval by the Project Manager for County and Town.

11. NOTICES

11.1. Any notice to County and Town may be delivered personally or sent by United States mail, postage prepaid to the Deputy Commissioner, Division of Engineering, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Any notice to Consultant may be delivered personally or sent by United States mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County and Town shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County or Town and therefore shall not make any claim, demand or application for any employee benefit including, not but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of County or Town. County, Town, and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not

making such payments or withholdings.

13. ASSUMPTION OF RISK

13.1. Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County or Town.

13.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, Town, their officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the risks it assumes under this Section, operations of Consultant in the performance of this Agreement or from Consultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

13.4. This assumption of risk by Consultant is absolute, excepting only reckless or intentional acts of County, Town, or their officers, agents or employees.

14. INSURANCE REQUIREMENTS

14.1. Consultant shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.2. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a

substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County and Town shall be included as additional insureds, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

14.3. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

14.4. Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County and Town shall be included as additional insureds on a primary and non-contributing basis.

14.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County and Town shall be included as additional insureds. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

14.6. Waiver of Subrogation: Consultant waives all rights against County, Town, and their agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

14.7. County shall not issue a notice to proceed until certificates evidencing the insurance required by this Section have been provided to County. The certificates shall be on forms approved by County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Consultant of any of the insurance requirements, nor decrease the liability of Consultant. County reserves the right to require Consultant to provide insurance policies for review by County. Consultant grants County a limited power of attorney to communicate with Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

15. REQUIRED PROVISIONS OF LAW

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

15.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

16. BREACH

16.1. A breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

16.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County.

16.1.5. County shall review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not

corrected, then this will be cause for Agreement termination.

16.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any attachments or amendments.

16.2. If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

16.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

17. TERMINATION

17.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days written notice.

17.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

17.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County or Town to fulfill obligations under this Agreement through no fault of Consultant.

18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

18.1. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of County whether or not the project is completed. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

19. ADDENDUM

19.1. Consultant shall comply with **Attachment D**, the Addendum - Standard Oneida County Conditions.

20. NON WAIVER

20.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

21. CHOICE OF LAW/FORUM

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

21.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

22. ORDER OF PRECEDENCE

22.1. In case of conflicts between the provisions of this Agreement and the attachments, or between the attachments, the following order of precedence shall control:

22.1.1. **Attachment D**

22.1.2. This Agreement

22.1.3. **Attachment A**

22.1.4. **Attachment C**

22.1.5. **Attachment B**

23. SUCCESSORS AND ASSIGNS

23.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

24. SEVERABILITY

24.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

25. ENTIRE AGREEMENT

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

26. COUNTERPARTS

26.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

27. INCORPORATION BY REFERENCE

27.1. The following attachments, attached hereto, are deemed incorporated into this Agreement, whether or not actually attached:

27.1.1. Attachment A – Scope of Services

27.1.2. Attachment B – Staffing Assumptions

27.1.3. Attachment C – Fee Summary

27.1.4. Attachment D – Standard Oneida County Conditions

28. AUTHORITY TO ACT/SIGN

28.1. Consultant's signatory hereby represents and certifies that her has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

29. ADVICE OF COUNSEL

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

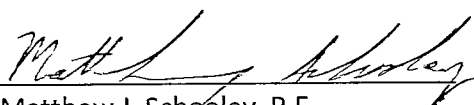
IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date:

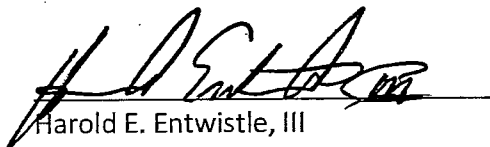
BARTON & LOGUIDICE, D.P.C.


Matthew J. Schooley, P.E.

Principal
5/14/18

Date:

TOWN OF FORESTPORT


Harold E. Entwistle, III

Town Supervisor
5/18/18

Date:

APPROVED BY

Linda Bylica Lark
Assistant County Attorney

Date:

ATTACHMENT A

**Scope of Services
or
Task List**

Section 1 - General

1.01 Project Description and Location

This project is known as:

PIN: 2754.43

Project Description: Horton Road over Big Woodhill Creek Bridge

Project Limits: The project includes replacement of the existing bridge carrying Horton Road over Big Woodhill Creek and approximately 100 feet of approach reconstruction.

Sponsor(s): Oneida County

County: Oneida

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Project Manager

The **Sponsor's** Project Manager for this project shall be Tim Decker, who can be reached at (315) 793-6228; Fax (315) 768-6299.

All correspondence to the **Sponsor** should be addressed to:

OneidaCounty Department of Public Works
6000 Airport Road
Oriskany, New York 13424

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection (by Supplemental Agreement)
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 6, 7, 8, and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal, TIP application or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans (if available)
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the Sponsor's Project Manager. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the "Cost Control Report". The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period). The **Consultant** will update the project schedule on a monthly basis and provide the updated schedule to the **Sponsor**.

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the *NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual* including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.]

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

Section 2 - Data Collection & Analysis

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey.

B. Stream Survey

The **Consultant** will perform field survey necessary to develop stream cross sections for the hydraulic analysis of Big Woodhull Creek. The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the named stream.

C. Survey of Wetland Boundaries

The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

D. Supplemental Survey

The **Consultant** will provide supplemental survey when needed for design purposes and to keep the survey and mapping current.

E. Standards

Survey will be done in accordance with the standards set forth in the *NYS DOT Land Surveying Standards and Procedures Manual* and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 1:20 scale mapping with 2.0 foot contour intervals.

The **Consultant** will provide supplemental mapping when needed for design purposes and to keep the mapping current.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits. ***It is anticipated that an accident analysis will not be required.***

2.05 Traffic Counts

The **Consultant** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the *NYS DOT Traffic Monitoring Standards for Contractual Agreements Manual*.

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, noon, and pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators. ***It is anticipated that flow diagrams will not be required.***

2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service.
- Design year level of service.
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations

The **Consultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the Section 3.4 of the *NYSDOT Bridge Manual*.

2.10 Bridges To Be Rehabilitated (Not Applicable)

A. Inspection (N/A)

The **Consultant** will perform a field inspection of the bridge to determine its condition, to establish the rehabilitation work necessary, and to prepare a Level 1 load rating. The intent is to supplement the inspection done as part of the NYSDOT's on-going bridge inspection program, not to duplicate it.

The **Consultant** will perform and document the findings of an in-depth inspection of each bridge in accordance with the current AASHTO "Manual for Condition Evaluation of Bridges."

B. Load Rating of Existing Bridge (N/A)

The **Consultant** will perform a Level 1 rating of the existing bridge in accordance with NYSDOT's *Uniform Code of Bridge Inspection*. Immediately upon completion, the **Consultant** will transmit two copies of the load rating calculations and summary sheets to the **Sponsor** and the Regional Local Projects Liaison for filing.

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the *NYSDOT Project Development Manual*.

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept and alignment, the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYSDOT Highway Design Manual*.
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads.
- Right-of-way acquisition requirements.
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1:20 plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1:20 horizontal and 1:40 (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths, bridge rails; guide rails; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide, and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be a **Project Summary Report/Final Design Report (IPP/FDR)**.

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT *Project Development Manual (PDM)*.

The **Consultant** will submit one copy of the DAD to the **Sponsor** for review. The **Sponsor** will review the DAD and provide the **Consultant** with review comments. The **Consultant** will revise the DAD to incorporate the comments.

3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with one electronic copy of the signed DAD for distribution to advisory agencies.

The **Consultant** will distribute the DAD to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

3.06 Public Information Meeting and/or Public Hearing

A. Public Information Meeting

The **Consultant** will assist the **Sponsor** at one public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of a public information meeting. The **Consultant** will assist the **Sponsor** with appropriate notification.

The Public Information Meeting will occur just prior to the Detailed Development of Alternatives. The purpose for this meeting will be to solicit concerns relative to the alternative, for use by the County in selecting a preferred alternative to advance, together with the null alternative, to the Detailed Development of Alternatives and Design Report phase.

The **Consultant** will assist the **Sponsor** with appropriate notification and will produce, modify as necessary, and provide 30 copies of an informational brochure for distribution.

3.07 Preparation of Final Design Approval Document

The **Sponsor** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices with assistance from the **Consultant**.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit one electronic copy of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments. The **Consultant** will send one copy to the County.

The **Sponsor** will submit one electronic copy of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through the NYSDOT, Design Approval.

Section 4 - Environmental

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Sponsor** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination.

This project is assumed to be a categorical exclusion with documentation.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting Environmental Assessment Form(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the **Sponsor** for attestation. (New York State's Smart Growth policy was adopted by amendment to the State Highway Law and is intended to minimize the "unnecessary cost of sprawl development." It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in the Chapter 7 Appendices on the PLAFAP Manual website.)

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Surface Water
- Ground Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains

- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the PLAFAP Manual and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the PLAFAP Manual, as well as in the PDM and the TEM. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- A. General Ecology and Endangered Species
- B. Ground Water
- C. Surface Water
- D. State Wetlands
- E. Federal Wetlands
- F. Floodplains
- G. Coastal Zone Management
- H. Historic Resources
- I. Parks - Section 4(f) and Section 6(f) Evaluations
- J. Hazardous Waste
- K. Asbestos
- L. Noise
- M. Air Quality
- N. Energy
- O. Farmlands
- P. Invasive Species
- Q. Visual Impacts

R. Critical Environmental Areas
S. Smart Growth
T. Environmental Justice

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification, including but not necessarily limited to:

- Article 24 Freshwater Wetlands Permit
- Article 25 Tidal Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Coast Guard Section 9 Permit
- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- NYSDEC Article 15 Protection of Waters Permit
- Safe Drinking Water Act Section 1424(e)
- Migratory Bird Treaty Act
- Coastal Zone Consistency
- Scenic, Wild and Recreational Rivers

4.07 Public Hearing (N/A)

The **Consultant** will provide exhibits to supplement reports for courtroom purposes.

Before the hearing, the Consultant will meet with the **Sponsor** to review the permit or certification application.

The **Consultant** will attend the hearing and, as required, provide expert testimony relevant to the particular application. The **Sponsor** will arrange for and provide any necessary legal assistance at the hearing. The **Consultant's** expert witnesses will have personally been in responsible charge of those aspects of the study to which their testimony is directed.

Section 5 – Right-of-Way (BY NYSDOT)

5.01 Abstract Request Map and/or Title Search

The **NYSDOT** will complete title searches (abstracts of title) for properties to be acquired by the **Sponsor**.

5.02 Right-of-Way Survey

The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines.

5.03 Right-of-Way Mapping

The **Consultant** will meet with the **Sponsor/NYSDOT** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The **Consultant** will prepare acquisition maps in accordance with the format provided by the **NYSDOT**.

All right-of-way mapping will show dimensions in U.S. Customary units of measurement.

The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

5.04 Right-of-Way Plan

The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the PLAFAP Manual for use by the **NYSDOT**.

5.05 Right-of-Way Cost Estimates

The **NYSDOT** will develop cost estimates for the right-of-way to be acquired.

5.06 Public Hearings/Meetings

The **NYSDOT** will conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedure Law.

5.07 Property Appraisals

The **NYSDOT** will prepare property appraisals establishing an opinion of value for any damages caused by the acquisition(s). They will also prepare estimates for the rental of occupied property(ies).

5.08 Appraisal Review

The **NYSDOT** will complete the property appraisals. The **NYSDOT** will recommend a value of “just compensation” to the Sponsor. The Sponsor must set the value of just compensation prior to offers being made to the property owners.

5.09 Negotiations and Acquisition of Property

Property offers must not be made until authorization is granted to the **Sponsor** by the **NYSDOT**.

The **NYSDOT** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the **Sponsor** in order to obtain the property.

5.10 Relocation Assistance (Not Applicable)

The **NYSDOT** will administer relocation assistance to displaced persons and businesses and oversee their relocation and vacating the property.

5.11 Property Management (Not Applicable)

The **NYSDOT** will:

- Prepare an inventory of all improvements acquired.
- Prepare and deliver all required rental notices, rental permits and rental information.
- Collect rentals and payments for salvaged items.
- Maintain improvements in safe and secure manner.
- Oversee the removal of improvements by owners or third party purchasers.
- Demolish improvements when available prior to project construction.
- Dispose of excess right-of-way.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges

The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Bridge Plan in accordance with the *NYSDOT Bridge Manual*. The **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.

B. Selected Structural Treatment

The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate **Sponsor** review comments.

The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be near **100%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 25 ft intervals.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.

The **Consultant** will prepare and submit a copy of the ADP's to the **Sponsor** for review.

The **Consultant** will prepare and submit two (2) copies of the ADPs to the NYSDOT for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.

- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

6.07 Bridge Inventory and Load Rating Forms

The **Consultant** will complete and provide the **Sponsor** and the NYSDOT with:

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 2 Load Rating Data Input forms, per the NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges."

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Pre-Bid Meeting (Not Applicable)

The **Consultant** will hold a pre-bid meeting at the site prior to the bid opening. The time and date will be coordinated with the **Sponsor**.

7.03 Bid Opening (Letting)

The **Consultant** will assist the **Sponsor** in holding the public bid opening.

7.04 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.
 - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual.

Section 8 - Construction Support (To Be Included Under Supplemental Agreement)

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

The **Consultant** will attend one pre-construction meeting with the **Sponsor** and selected and approved Contractor.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve structural shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection (To Be Included Under Supplemental Agreement)

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

9.07 Scope of Services/Performance Requirements

A. Quality

The **Consultant** will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK)**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) Unless otherwise modified by this agreement, the **Sponsor** will check, and when **acceptable**, approve all structural **shop drawings**.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

- Health & Safety/Maintenance and Protection of Traffic

1. The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
2. The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

C. Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. The Consultant, when monitoring the Contractor's Equal Opportunity and Labor compliance, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1 Estimate 6 meetings during the life of this agreement.
- Estimate 18 cost and progress reporting periods will occur during the life of this agreement.
- Section 2 Assume that GPS methods and equipment will be used to establish local control points.
- Estimate accidents will require analysis.
- Estimate 1 capacity analyses will be required.
- Estimate 4 soil borings will be taken.
- Assume 10-12 stream sections will be required
- Section 3 Estimate 2 concepts will be evaluated for the site.
- Estimate 2 design alternative(s) will be analyzed in addition to the null alternative for the site.
- Estimate 2 cost estimate(s) plus 1 update will be required.
- Estimate 1 bridge will be replaced and 0 will be rehabilitated
- Section 4 Estimate 3 permits will be required.
- Section 5 Estimate 2 ROW Maps will be required
- Section 6 Estimate 2 cost estimate(s) plus 1 update will be required.
- Estimate 1 bridge will be replaced and 0 will be rehabilitated.
- Estimate 3 utility companies and 0 railroad agencies will be affected.
- Section 7 Estimate 30 copies of the final contract bid documents will be needed.
- Estimate advertisements will be placed in 2 publications in addition to the NYS Contract Reporter.

10.02 Technical Assumptions

- A. Major Items of Work:
Replacement of Horton Road Bridge over Big Woodhull Creek
- B. The project will be progressed using English units.
- C. Assume bridge rehabilitation concept will be evaluated along with a replacement alternative.
- D. Contract plans and cross-sections will be prepared at ½ size (11"x17"), per NYSDOT requirements.
- E. Assume stream sections and a hydraulic analysis will be required.
- F. Traffic counts will be supplied by County to Consultant and no machine traffic counts will be required by Consultant.
- G. Assume wetland delineation will not be required.
- H. Assume a 4(f)/106 evaluation and Historic American Engineer Record (HAER) will NOT be required for this project.
- I. Assume that the SHPO will give no impact determination for this site.
- J. Assume 1 Public Information Meeting and no public hearing will be required.
- K. Assume 2 ROW takings will be required.
- L. Survey and mapping will include a 100 foot bandwidth extending 100 feet onto bridge approaches of Horton Road. The survey shall extend feet and additional 500 feet on each approach to capture centerline and edge lines.
- M. Assume construction support and construction inspection phase services will be added as a supplemental agreement.



Survey and Mapping
PIN 2754.43 Horton Road over
Big Woodhull Creek
Oneida Co.

February 8, 2018

Understanding of Tasks

Horton Rd over Big Woodhull Ck

Establish Hor. and Vert. survey control, collect all topographic feature, structure data and stream cross sections, complete computations and prepare CAD base mapping, cross section data, control ties and surface file deliverables, Q/C all per scope provided to advance design alternative – limits per Fig 1 which shows approximately 120 ft beyond the existing bridge and will extend beyond the bottom / top of bank to the natural slope

Determine ROW and side property lines, prepare two (2) ROW maps using the NYS DOT format – appropriation information will be incorporated into design files

Fee **See attached cost shell**

Technical Assumptions

Design Survey and Mapping

- Access will not be impeded – B&L will contact all adjoining owners prior to survey and inform them of the need to complete hydraulic cross sections in Woodhull creek
- NYS DOL 'prevailing wage' rates do apply
- Horizontal and Vertical survey control points and tie sheets will be provided in the mapping.
- One (1) day of supplemental survey and mapping is included.
- 9 hydro sections are anticipated
- Any utility mark outs done for the cores / borings will be made available for mapping.
- Prudent will initiate a 'design tickets' with Dig Safe NY & investigate visible underground utilities on site.
- The site will be free of snow for most the field survey.
- Trees will be located, and common names provided
- The limits of the mapping are as shown on Fig 1
- Two (2) ROW mapping are anticipated
- Title searches and appraisals will be provided by others
- No construction layout or as-built survey is included

Sincerely,
PRUDENT ENGINEERING, LLP

A handwritten signature in black ink, appearing to read 'Michael A. Venturo', written over the printed name.

Michael A. Venturo, LS
Principal

ATTACHMENT B
Staffing Assumptions

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Horton Road over Big Woodhull Creek Bridge Replacement
PIN 2754.43

SECTION	TASK	DESCRIPTION	Staffing Categories													TOTAL	ASSUMPTIONS									
			Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr. Project Engineer	Project Engineer	Managing Environmental Scientist	Project Manager	Engineer III	Engineer II	Engineer I	Environmental Scientist III	Principal Engineering Technician			Engineering Technician	Engineering Aide	Senior Group Technical Assistant						
1	GENERAL																									
	1.05	Project Familiarization.																	8	18	Review existing County-provided information. Site visit.					
	1.06	Meetings	4	4		12														4	20					
	1.07	Cost & Progress Reporting:	18	9		12															21	Progress Report Summary Sheet per Manual & monthly invoicing				
	TOTALS for Section 1			13	34														8	4	59					
2	DATA COLLECTION & ANALYSIS																									
	2.01A	Design Survey																	4	4	By Prudent, B&L to coordinate					
	2.01B	Stream Sections		1															1	2	By Prudent					
	2.01C	Survey of Wetlands Boundaries											4							4	By Prudent					
	2.01D	Supplemental Survey																	1	1						
	2.02	Design Mapping												2						4	B&L to review for completeness and conformance with standards; Site visit under Task 1.05;					
	2.03	Determination of Existing Conditions			4														8	12	document conditions for DAD					
	2.04	Accident Data and Analysis																	2	2						
	2.05	Traffic Counts																	2	2	Determine existing traffic speeds & volumes; forecast growth. Flow diagram will not be needed.					
	2.06	Capacity Analysis			2															2						
	2.07	Future Plans and Coordination with other Projects				1													1	2	By County. Assumed future plans will have no impact on the scope of the project.					
	2.08	Soil Investigation																	4	5	B&L to secure subcontractor services					
	2.09	Hydraulic Analysis.		4															32	36	Hydrology and hydraulics of existing & proposed structures					
	2.10A	Bridge In-Depth Inspection																		0	Not Applicable					
	2.10B	Bridge Deck Evaluation																		0	Not Applicable					
	2.10C	Load Rating of Existing Bridge																		0	Not Applicable					
	2.10D	Fatigue Evaluation																		0	Not Applicable					
	TOTALS for Section 2			7	5														8	17	32	4	2	1	76	
3	PRELIMINARY DESIGN																									
	3.01	Design Criteria.				2													2	4	8	and appropriate design criteria for highway classification.				
	3.02A	Selection of Design Alternatives				4													8	16	44	Evaluate two alternatives (replacement/rehabilitation)				
	3.02B	Detailed Evaluation of Alternative																			0	Evaluate design criteria, drainage & utilities				
		Plans:	1	1		1													4	4	12					
		Profiles:	1			1													4	8	8					
		Typical Sections:	1			1													4	8	8					
		Totals Preliminary Plans:	3	1		3													12	20	28					
	3.03	Cost Estimates																			0					
		Initial Estimate:				1													2	8	11					
		Updates (Each):	1			1													1	2	4					
		Totals Estimating:				2													3	10	15					
	3.04	Develop the Draft DAD		2		12													60	16	4	94	2 Copies			
	3.05	Advisory Agency Review				2														8						
	3.05A	Public Information Meeting				4													4	8	16	2	1	35	Open House Informational Meeting. Prepare display boards for plans, profile &	
	3.07	Prepare Design Recommendation. Modify DAD				1														2	2	4	9	Resolution and response to comments, 2 copies		
	TOTALS for Section 3			3	30														29	128		76	4	9	279	

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Horton Road over Big Woodhull Creek Bridge Replacement

PIN 2754.43

SECTION	TASK	DESCRIPTION	Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr. Project Engineer	Project Engineer	Managing Environmental Scientist	Project Manager	Engineer III	Engineer II	Engineer I	Environmental Scientist III	Principal Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
4		ENVIRONMENTAL																		
	4.01	NEPA Classification						4			1			2					7	Complete NEPA Checklist.
	4.02	SEQRA Classification						4			1			2					7	Type II Verification & Documentation
	4.03	Smart Growth									2									
	4.04	Screenings:																		
		General Ecology and Endangered Species						1						2					3	Endangered Species Inquiry
		Surface Water						1						2					3	Identification of Drainage Basins; Erosion and sediment control requirements. SPDES check. File Notice of Intent
		Ground Water																	0	Ground Water Investigation; desk-top survey; provide write-up
		State Wetlands						1						2					3	Review of State-Regulated Wetlands Maps;
		Federal Jurisdictional Wetlands						1						2					3	wetlands
		Floodplains						1						2					3	acquire FEMA maps and studies; determine need for full evaluation
		Coastal Zone Management: Navigable Waterways																	0	
		Historic/Archaeological Resources			2						4								6	SHPO Inquiry letter
		Parks						1						2					3	Determine need for 4(f) or 6(f)
		Hazardous Waste						1						12				2	15	desk-top survey, site visit, prepare form for DAD
		Asbestos												4				2	6	desk-top survey (record drawings), site visit, prepare form for DAD
		Noise												1					1	
		Air Quality												1					1	
		Energy												1					1	
		Farm/land and/or Agricultural Districts												1					1	
		Invasive Species																		
		Visual Impacts												1					1	
		Critical Environmental Areas																		
		Complete Streets																		
		Environmental Justice																		
		Natural Landmarks																		
		Coast Guard Bridge Permit																		
	4.05	Detailed Studies and Analyses:																		
	4.05A	General Ecology and Endangered Species												4					4	
	4.05B	Ground Water																	0	
	4.05C	Surface Water																	0	
	4.05D	State Wetlands																	0	
	4.05E	Federal Wetlands																	0	
	4.05F	Floodplains																	0	
	4.05G	Coastal Zone Management																	0	Not applicable
	4.05H	Historic Resources																	0	
	4.05I	Parks - Section 4(f) and Section 6(f)																	0	
	4.05J	Hazardous Waste	1					2						8					11	
	4.05K	Asbestos	1					2						8					11	
	4.05L	Noise																	0	
	4.05M	Air Quality																	0	
	4.05N	Energy																	0	
	4.05O	Farm/lands;																	0	
	4.05P	Invasive Species																	0	
	4.05Q	Visual Impacts:																	0	
	4.05R	Critical Environmental Areas																	0	
	4.05S	Complete Streets			1						4								5	
	4.05T	Environmental Justice																	0	
	4.05U	Natural Landmarks																		
	4.05V	Coast Guard Bridge Permit																	0	
	4.06	Permits and Approvals			1			4			24							1	30	Complete Joint Application for Permit.
	4.07	Public Hearing																		Not applicable
		TOTALS for Section 4	2	4				23			36			57				5	127	

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Horton Road over Big Woodhull Creek Bridge Replacement
PIN 2754.43

SECTION	TASK	DESCRIPTION														TOTAL	ASSUMPTIONS		
			Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr. Project Engineer	Project Engineer	Managing Environmental Scientist	Project Manager	Engineer III	Engineer II	Engineer I	Environmental Scientist III	Principal Engineering Technician			Engineering Technician	Engineering Aide
5		RIGHT OF WAY																	
	5.01	Abstract Request Map and/or Title Search																0	By RK Hite
	5.02	ROW Survey.			1													3	
	5.03	ROW Mapping.			1						2							5	
	5.04	ROW Plan.			1						2							3	
	5.05	ROW Cost Estimate.																0	
	5.06	Public Hearings/Meetings																0	
	5.07	Property Appraisals																0	
	5.08	Appraisal Review																0	
	5.09	Negotiations and Acquisition of Property			1														
	5.10	Relocation Assistance																	
	5.11	Property Management																	
		TOTALS for Section 5			4						8							12	
6		DETAILED DESIGN																	
	6.01	Preliminary Bridge Plan	1	1	4						12				8			25	
		Structure Justification Report	1	1	4						12				8			25	
		Resolution & Response to Comments			1						4				4			9	
	6.02	Advance Detail Plans (ADP)																0	2 Sets of the following:
		Title:	1								1				2			3	
		Typical Sections:	1		1						4				16			21	
		M&PT:	1		1						8	4			8			21	
		Construction Sign Text Data																0	
		Temporary Traffic Signal Plans & Details:																0	
		Maintenance Jurisdiction Table									4				8			12	
		Miscellaneous Tables & Details	1		1						2	8			8			19	
		Plans:	1		1						8				16			25	
		Profiles:	1		1						4	4			8			17	
		Landscaping & Grading																0	
		Sign Text Data:																0	
		Intersection Plan:																0	
		Erosion & Sediment Control Plan	1		1						2				8			11	
		Bridge Plan	1		2						8				8			18	
		General Notes	1		1						2	4			4			11	
		Temporary Detour Structure Plan																0	
		Existing Structure Removal Details	1		4						8				8			20	
		Excavation & Backfill	1	1	1						8				12			22	
		Abutment Plan, Elevation & Reinforcement	1	1	2						8				8			19	
		Pier Plan, Elevation & Reinforcement																0	
		Abutment Plan, Elevation & Reinforcement	1	1	2						8				8			19	
		Miscellaneous Substructure	1		2						8				8			18	
		Superstructure Plan & Sections	1	1	4						24				8			37	
		Framing Plan & Beam Details	1		4						8				8			20	
		Deck Reinforcement Plan & Details	1		2						8				8			18	
		Launch, Camber & Wheelset Tables	1		4						16				2			22	
		Miscellaneous Superstructure Details	1		1						6				8			15	
		Approach Slab Details	1		1						4	8			8			21	
		Bearing Replacement Details	1		2						8				8			18	
		Joint System Plan & Sections																0	
		Railing Layout	1		2						4	8			8			22	
		Railing Details	3		1						4				8			13	
		Structural Slab (Optional Forming System)																0	
		Bar Bending Diagrams & Lists	1															0	
		Templated Cross Sections:	8								4	4			8			16	25 ft intervals = 24 cross sections @ 3 per sheet @ 1":10' scale = 8
	6.03	Contract Documents.	2		4						12				2	2		22	2 Copies to the County for Review
	6.04	Cost Estimate																	
		Initial Estimate:			12						32							44	
		Updates (Each):	1		2						4							6	
	6.05	Utilities			2						16							18	Coordination with utility company.
	6.06	Railroads																	
	6.07	Bridge Inventory & Load Rating Forms			2						4							6	
	6.08	Information Transfer			2										4	4		10	Submit original Contract Documents and Drawings to the County.
		TOTALS for Section 6	8		74						43	254	8		224	6	6	623	

Prudent Engineering
 PIN 2754.43
 Horton Road over Big Woodhull Creek
 Oneida Co.

TASKS	PR	PM	SP	DE	LS	PC	IP	CO II	CO I	TOT	REMARKS
Section 2 - DATA COLLECTION	0	0	0	0	13	29	29	26	8	105	SUBTOTAL
2.01A - Design Survey Site Control & BMs					1	20	20			37	Control and topo per scope 3 BMs
2.01F - Supplemental survey and mapping						9	9	4		22	Assume 1 day plus mobilization, data processing and CAD updates.
Stream Survey						14	14			0	9 hydro X-sec and data / file prep
Design Mapping					12			22	8	42	Label baseline, with tie diagrams. Scale drawing at 1" = 20' MicroStation V8i. Use NYSDOT settings. Depict utilities from plans and location data. Control Report per scope
Mobilization						2.0	2.0			4	one half actual time due to prevail. wage (2 hr total mob/demob time)
Section 5 - RIGHT-OF-WAY	0	0	0	0	12	0	0	14	6	32	SUBTOTAL
5.02 - Right-of-Way Survey					12	0	0	8	6	32	Conduct field survey for ROW and property monumentation (completed under 2.01) - determine ROW and side lines
5.03 - Right-of-Way Mapping					14			16	8	0	Prepare 2 right of way acquisition maps. Compute parcels, draft maps, write legal descriptions in DOT format, QC maps, submit draft - address comments, plot on mylar, get signature from County, submit final mylar plots Assume 2 parcels.

ATTACHMENT C

**Staffing Rates, Hours,
Reimbursables and Fees**

BARTON & LOGUIDICE, D.P.C.
PIN 2754.43

Horton Road over Big Woodhull Creek Bridge Replacement

CONTENTS

Exhibit	Description
A-1	SALARY SCHEDULE
A-2	STAFFING TABLE
B-1	DIR. NON-SAL. COST
C	SUMMARY

Exhibit A, Page 1
Salary Schedule

BARTON & LOGUIDICE, D.P.C.
PIN 2754.43

JOB TITLE	ASCE (A) OR NICET (N)		AVERAGE HOURLY RATES		MAXIMUM HOURLY RATES	
	GRADE		2018		2018	
Principal	X	(A)	\$ 99.00	\$	99.00	
Senior Vice President	IX	(A)	\$ 86.10	\$	90.00	
Vice President	IX	(A)	\$ 73.00	\$	78.85	
Associate	VIII	(A)	\$ 61.81	\$	65.35	
Associate Vice President	VIII	(A)	\$ 49.50	\$	49.50	
Senior Environmental Consultant	VII	(A)	\$ 57.50	\$	57.50	
Senior Managing Engineer	VII	(A)	\$ 56.04	\$	61.50	
Senior Managing Environmental Scientist	VII	(A)	\$ 62.00	\$	62.00	
Senior Managing Hydrogeologist	VII	(A)	\$ 58.75	\$	58.75	
Senior Project Manager	VII	(A)	\$ 59.37	\$	62.00	
Senior Managing Landscape Architect	VII	(A)	\$ 51.50	\$	51.50	
Senior Project Landscape Architect	V	(A)	\$ 37.00	\$	37.00	
Project Manager	VI	(A)	\$ 48.00	\$	56.00	
Managing Engineer	VI	(A)	\$ 47.77	\$	53.00	
Managing Landscape Architect	VI	(A)	\$ 43.35	\$	46.00	
Managing Hydrogeologist	VI	(A)	\$ 45.35	\$	45.35	
Construction Manager	VI	(A)	\$ 43.50	\$	43.50	
Senior Water Quality Scientist	V	(A)	\$ 44.08	\$	51.00	
Senior Land Use Planner	V	(A)	\$ 48.00	\$	50.00	
Senior Project Engineer	V	(A)	\$ 40.68	\$	51.00	
Senior Project Hydrogeologist	V	(A)	\$ 50.00	\$	56.00	
Managing Environmental Scientist	V	(A)	\$ 44.25	\$	44.25	
Managing Industrial Hygienist	V	(A)	\$ 43.50	\$	43.50	
Senior Engineer	V	(A)	\$ 37.00	\$	39.05	
Senior Project Environmental Scientist	V	(A)	\$ 40.00	\$	40.00	
Project Engineer	IV	(A)	\$ 34.98	\$	36.75	
Project Environmental Scientist	IV	(A)	\$ 34.10	\$	38.50	
Engineer III	III	(A)	\$ 31.35	\$	32.20	
Project Landscape Architect	III	(A)	\$ 28.80	\$	28.80	
Environmental Scientist III	III	(A)	\$ 26.50	\$	26.50	
Land Use Planner III	III	(A)	\$ 28.20	\$	28.20	
Industrial Hygienist III	III	(A)	\$ 28.25	\$	28.25	
Assistant Landscape Architect II	II	(A)	\$ 24.75	\$	24.75	
Engineering Designer I	II	(A)	\$ 37.85	\$	38.50	
Intern Architect II	II	(A)	\$ 26.80	\$	26.80	
Engineer II	II	(A)	\$ 29.51	\$	30.00	
Hydrogeologist II	II	(A)	\$ 21.40	\$	21.40	
Engineer I	I	(A)	\$ 27.87	\$	30.50	
Environmental Scientist II	I	(A)	\$ 21.02	\$	22.00	
Resident Engineer	IV	(N)	\$ 39.77	\$	56.10	
Principal Engineering Technician	IV	(N)	\$ 35.18	\$	36.60	
Engineering Technician	IV	(N)	\$ 31.79	\$	36.50	
Senior Designer	IV	(N)	\$ 26.75	\$	26.75	
Senior Inspector	III	(N)	\$ 34.90	\$	41.85	
Designer	II	(N)	\$ 25.00	\$	25.00	
CAD Technician	II	(N)	\$ 22.13	\$	22.65	
Assistant Landscape Architect I	II	(N)	\$ 21.40	\$	21.40	
Industrial Hygiene Technician	I	(N)	\$ 18.10	\$	18.10	
Field Technician	I	(N)	\$ 17.85	\$	18.35	
Engineering Aide	I	(N)	\$ 29.65	\$	30.00	
Project Administrator	N/A		\$ 27.00	\$	28.00	
Senior Group Technical Assistant	N/A		\$ 20.84	\$	23.40	
Office Assistant	N/A		\$ 17.02	\$	18.70	
Intern	N/A		\$ 13.00	\$	14.00	

NOTES:

OVERTIME POLICY

- Category A - No overtime compensation
- Category B - Overtime compensated at straight time rate
- Category C - Overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week

**PRUDENT ENGINEERING LLP
EXHIBIT B, PAGE 2
SALARY SCHEDULE**

**PIN 2754.43
Horton Road over Big Woodhull Creek**

JOB TITLE	ASCE (A) OR NICET (N)	AVERAGE RATE			MAXIMUM			OT CATE- GORY
	GRADE	2018	2019	2020	2018	2019	2020	
PRINCIPAL	IX (A)	\$73.50	\$ 73.50	\$ 73.50	\$ 73.50	\$ 75.00	\$ 75.00	A
PROJECT MANAGER	IV (A)	\$50.08	\$ 51.58	\$ 53.13	\$ 51.00	\$ 52.53	\$ 54.11	B
PROJECT ENGINEER	IV (A)	\$66.95	\$ 68.96	\$ 71.03	\$ 67.00	\$ 69.01	\$ 71.08	B
ENGINEER	III (A)	\$37.85	\$ 38.99	\$ 40.16	\$ 38.00	\$ 39.14	\$ 40.31	B
LAND SURVEYOR	III (N)	\$39.71	\$ 40.90	\$ 42.12	\$ 41.00	\$ 42.23	\$ 43.50	C
PARTY CHIEF	III (N)	\$25.57	\$ 26.34	\$ 27.13	\$ 26.50	\$ 27.30	\$ 28.11	C
INSTRUMENT PERSON	II (N)	\$21.12	\$ 21.75	\$ 22.40	\$ 22.00	\$ 22.66	\$ 23.34	C
CADD Operator	II (N)	\$27.30	\$ 28.11	\$ 28.96	\$ 26.50	\$ 27.30	\$ 28.11	C
CADD Operator	I (N)	\$19.06	\$ 19.63	\$ 20.22	\$ 20.00	\$ 20.60	\$ 21.22	C

NOTE:

It shall be the ENGINEER'S responsibility to pay prevailing wage rates and supplements as required by the Labor Department, for services requiring such rates and supplements.

OVERTIME POLICY

Category A - No overtime compensation.
 Category B - overtime compensated at straight time rate.
 Category C - overtime compensated at straight time rate x 1.50
 Overtime applies to hours worked in excess of the normal working hours of 40 hours per week

*Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$40.01	\$41.51	\$25.57	\$15.94	\$1.43	\$17.37
Instrument Person	II (N)	\$36.74	\$38.24	\$21.12	\$17.13	\$1.54	\$18.68

Supplemental Benefits are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Projected Benefit	Benefit Adjustment	Net Difference	Payroll Additive	Total
Party Chief	III (N)	\$24.20	\$24.95	\$2.30	\$22.65	\$2.04	\$24.69
Instrument Person	II (N)	\$24.20	\$24.95	\$2.30	\$22.65	\$2.04	\$24.69

Exhibit A, Page 2
Staffing Table

BARTON & LOGUIDICE, D.P.C.
PIN 2754.43

JOB TITLE	ASCE (A) OR NICET (N) GRADE	SECTIONS								TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		1	2	3	4	5	6	7	8			
Principal	X	13		3	2		8			26	\$99.00	\$2,574.00
Senior Managing Engineer	VII		7							7	\$56.04	392.28
Managing Engineer	VI	34	5	30	4	4	74	7		158	\$47.77	7,547.66
Construction Manager	VI							20		20	\$43.50	870.00
Senior Project Engineer	V									0	\$40.68	0.00
Project Engineer	IV									0	\$34.98	0.00
Project Environmental Scientist	IV				23					23	\$34.10	784.30
Project Manager	VI		8	29		8	43			88	\$48.00	4,224.00
Engineer III	III	8	17	128	36		254			443	\$31.35	13,888.05
Engineer II	II		32				8	10		50	\$29.51	1,475.50
Engineer I	I									0	\$27.87	0.00
Environmental Scientist III	III		4		57					61	\$26.50	1,616.50
Principal Engineering Technician	IV		2	76			224			302	\$35.18	10,624.36
Engineering Technician	IV									0	\$31.79	0.00
Engineering Aide	I			4			6			10	\$29.65	296.50
Senior Group Technical Assistant	N/A	4	1	9	5		6	8		33	\$20.84	687.72
TOTAL		59	76	279	127	12	623	45	0	1221		\$44,980.87

Prudent Engineering LLP
Exhibit B, PAGE 3
Staffing Table
PIN 2754.43
Horton Road over Big Woodhull Creek
Oneida Co.

JOB TITLE	ASCE (A) OR NICET (N) GRADE	Section 1	Section 2	Section 5	TOTAL HOURS	AVER. HOURLY RATE	DIRECT TECHNICAL LABOR
PRINCIPAL	IX (A)	0	0	0	0	\$ 73.50	0.00
PROJECT MANAGER	IV (A)	0	0	0	0	\$ 50.08	0.00
PROJECT ENGINEER	IV (A)	0	0	0	0	\$ 66.95	0.00
ENGINEER	III (A)	0	0	0	0	\$ 37.85	0.00
LAND SURVEYOR	III (N)	0	13	12	25	\$ 39.71	963.75
PARTY CHIEF	III (N)	0	29	0	29	\$ 25.57	720.07
INSTRUMENT PERSON	II (N)	0	29	0	29	\$ 21.12	594.50
CAD Operator	II (N)	0	26	14	40	\$ 27.30	1,060.00
CAD Operator	I (N)	0	8	6	14	\$ 19.06	259.00
					137		\$ 3,597.32

Exhibit B, Page 1
 Estimate of Direct Non-Salary Cost

 BARTON & LOGUIDICE, D.P.C.
 PIN 2754.43

1. Travel, Lodging and Subsistence

Trips to Site/County	trips	miles per					
Miscellaneous	5	70	miles/trip	350			
				<u>100</u>			
		Total Mileage		450	@	\$0.54	\$240.75

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$241

2. Reproduction, Drawings & Report

		Sheets	Set	
Design Report				
Pre-Draft thru Final	0.10	500	6	\$300.00
Brochure/Handout	0.25	2	30	15.00
Miscellaneous	0.05	2000	1	100.00
Plans/Cross-Sections	0.10	20	5	10.00
Prints	0.20	20	30	<u>120.00</u>

TOTAL DRAWING, REPORT, REPRODUCTION \$545

3. Environmental Screenings/Reports \$500

4. Mail, Postage & Shipping \$150

5. Bid Advertisement \$200

6. Subcontractor for Borings (Estimated) \$14,000

7. Subcontractor for Survey \$11,800

8. Subcontractor for ROW \$0

Direct Non-Salary Cost	\$1,636
Direct Non-Salary Cost (Subconsultants/Subcontractors)	\$25,800

TOTAL DIRECT NON - SALARY COST \$27,436

Prudent Engineering LLP
Exhibit B, PAGE 4
Estimate of Direct Non-Salary Cost

PIN 2754.43
Horton Road over Big Woodhull Creek
Oneida Co.

1. Travel

Site Visits:
 3 trip to site @ 120 miles each @ \$0.540 per mile = \$194.40

2. Records

\$85.00

3. Survey Personnel Costs

Wage Differential		Hours	@	Rate		
Party Chief	III (N)	29		17.37	527.25	
Instrument Person	II (N)	29		18.68	<u>569.27</u>	
SUBTOTAL Wage Differential						\$1,096.52

Supplemental Benefits	Party Chief	III (N)	29	24.69	715.97	
	Instrument Person	II (N)	29	24.69	<u>715.97</u>	
SUBTOTAL Supplemental Benefits						\$1,431.93

Total					=	<u>\$2,807.86</u>
--------------	--	--	--	--	----------	--------------------------

PRUDENT ENGINEERING LLP
Exhibit B, PAGE 5
Summary
PIN 2754.43
Horton Road over Big Woodhull Creek

Item IA, Direct Technical Salaries (estimated) subject to audit	\$ 3,597.32
Item IB, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit	
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$2,807.86
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	
Item III, Overhead @ 121% (estimated) subject to audit	\$ 4,352.76
Item IV, Fixed Fee (@ 11%) (non-negotiable)	\$ 1,028.94
Item II Direct Non-(Sub-Consultant Cost)	<hr/>
Total Estimated Cost	\$ 11,786.88

Exhibit C
Summary

BARTON & LOGUIDICE, D.P.C.
PIN 2754.43

	<u>TOTAL</u>
Item IA, Direct Technical Salaries (estimated) subject to audit	\$44,981
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$1,636
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$14,000
Item III, Overhead (estimated) subject to audit) (@ 175% Office Rate)	\$78,717
Item IV, Fixed Fee (negotiated)	\$12,400
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$11,800
TOTAL ESTIMATED CONSULTANT COST	\$163,500
MAXIMUM AMOUNT PAYABLE	\$164,000

Attachment D

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

- a. 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.

- a. 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. CERTIFICATIONS 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:
 - i. 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, an 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.
 - ii. 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.
 - iii. 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,
 - i. 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 contract under a public transaction, violation

- of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;
- ii. 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:
 - i. 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 ongoing 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), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
 - 1) 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 paragraph (D)(2), above, with respect to any employee who is so convicted;
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.
- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
 - A. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. 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

- ii. 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:
- iii. 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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. 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;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. 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
 - ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. 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
 - iii. 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.

- a. 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 any 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. WORKERS' COMPENSATION BENEFITS.

- a. 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.

- a. 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 of the Labor Law, 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 monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

- a. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, 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 Articles, 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.

- a. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. 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.

- a. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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.

- a. 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.

- a. 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.

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired 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 sole responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether for 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 sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

- a. 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.

- a. 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 made 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 requested to be made or has been 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.
- b. 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.

- a. Pursuant to 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 or Contractor, or any person signing on behalf of any bidder or 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 (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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.
- c. During the term of the Contract, should the County receive information that a bidder or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

- a. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:
 - i. For the purposes of this provision, the “use of tobacco” shall include:
 - A. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - B. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
 - ii. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
 - iii. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - A. Upon all real property owned or leased by the County of Oneida; and
 - B. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
 - iv. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road, Oriskany, New York 13424
Phone: (315) 793-6213 w Fax: (315) 768-6299

May 3, 2018

FN 20 18-192

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the Herkimer-Oneida County Transportation Study Metropolitan Planning Organization State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
				Federal	Local
2754.45	2263310	Oneida St. Bridge Over Sauquoit Cr.	Town of Paris	Federal	\$633,600.00
				Local	\$158,400.00
				Total	\$792,000.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County typically offers project sponsor assistance.

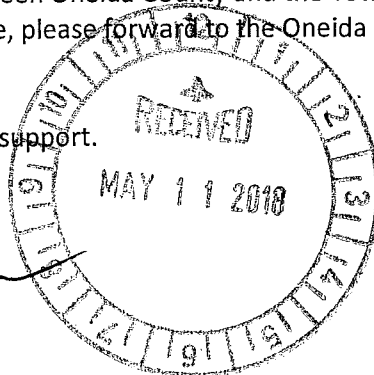
Oneida County has offered assistance to the Town of Paris regarding PIN 2754.45. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State/Federal aid agreements and finance project expenses. Capital Project H569 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid if received, and reimbursement from the Town of Paris for all remaining expenditures.

The enclosed agreement between Oneida County and the Town of Paris formalizes the proposal described above. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 5-11-18

Competing Proposal _____
 Only Respondent _____
 Sole Source RFP _____
 Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Town of Paris
 2580 Sulphur Springs Road
 Sauquoit, NY 13456

Title of Activity or Service: Intermunicipal Agreement
Proposed Dates of Operation: Start on Execution - 09/30/2021
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
2754.45	2263310	Oneida St. Bridge Over Sauquoit Cr.	Paris	Federal	\$633,600.00
				Local	\$158,400.00
				Total	\$792,000.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County typically offers project sponsor assistance.

Oneida County has offered assistance to the Town of Paris regarding PIN 2754.45. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State/Federal aid agreements and finance project expenses. Capital Project H569 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid if received, and reimbursement from the Town of Paris for all remaining expenditures.

The enclosed agreement between Oneida County and the Town of Paris formalizes the proposal described above.

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

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-569
Total Funding Requested:	\$792,000.00
Oneida County Dept. Funding Recommendation:	\$792,000.00
Proposed Funding Sources	
Federal:	\$633,600.00
New York State:	\$0.00
Town:	\$158,400.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made by and between the TOWN OF PARIS (hereinafter referred to as the "Town"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 2580 Sulphur Springs Road, Sauquoit, New York 13456, and the COUNTY OF ONEIDA (hereinafter referred to as the "County"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 800 Park Avenue, Utica, New York, 13501 (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, for the benefit of the travelling public, the Town proposes to rehabilitate the Oneida Street Bridge over Sauquoit Creek, Bridge Identification Number 2263310, located in the Town of Paris, Oneida County, (hereinafter referred to as "the Project"); and

WHEREAS, on behalf of the Town, the County has applied to the New York State Department of Transportation (hereinafter the "NYSDOT") for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number 2754.45, by the NYSDOT; and

WHEREAS, the NYSDOT has committed to providing eighty percent (80%) reimbursement of eligible Project expenditures, up to a maximum amount payable of Six Hundred and Thirty-Three Thousand Six Hundred dollars and Zero cents (\$633,600.00) in the form of Federal Aid; and

WHEREAS, the Project may also qualify for New York State Marcheselli funding; and

WHEREAS, a "Project Sponsor" is necessary to act as the manager of the Project, and the Parties wish for the County to act as Project Sponsor;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

1. SCOPE OF AGREEMENT

1.1. The County shall execute and submit all required documents to NYSDOT to apply to be the Project Sponsor for the Project.

1.2. The County shall assume the duties of Project Sponsor upon the execution of a subsequent agreement to that effect between the County and the NYSDOT. The Project Sponsor's duties shall be set forth in said subsequent agreement, and are anticipated to include managing contracts for the design, construction, and inspection of the Project.

1.3. Contingent upon the NYSDOT's approval of the County as Project Sponsor, the Town and County agree to the payment structure and terms described herein.

1.3.1. The Town and the County shall co-sign all required contracts, including those for the design, construction and inspection of the Project.

1.3.2. The Town acknowledges and agrees that the County shall not be responsible for any of the costs associated with the Project.

1.3.3. The estimated total cost of the Project is Seven Hundred and Ninety-Two Thousand dollars and Zero cents (\$792,000.00).

1.3.4. The federal government, through the NYSDOT, has committed to provide eighty percent (80%) reimbursement of eligible Project expenditures, up to a maximum amount of Six Hundred and Thirty-Three Thousand Six Hundred dollars and Zero cents (\$633,600.00), with a twenty percent (20%) local match.

1.3.5. The NYSDOT may provide additional reimbursement through the Marcheselli Program.

1.3.6. The Town shall be responsible for the twenty percent (20%) local match, estimated to be One Hundred and Fifty-Eight Thousand Four Hundred dollars and Zero cents (\$158,400.00), less any funds received through the Marcheselli Program.

1.3.7. The County shall advance all Project expenditures, and shall complete all necessary documents to receive reimbursement through the NYSDOT for the federal and Marcheselli Program funds. The County shall provide to the Town proof of reimbursement received from the NYSDOT.

1.3.8. The Town shall reimburse the County for any and all expenditures that are not reimbursable by the NYSDOT, as such expenditures are made.

2. GUARANTEE OF PAYMENT

2.1 The Town expressly and unconditionally guarantees that it shall pay any and all costs incurred by the County arising out of or in connection with the Project that are not reimbursed by the NYSDOT.

2.2 Such obligation shall not be limited to the estimated costs of the Project or to the anticipated percentages of reimbursement noted herein.

3. SEVERABILITY

3.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

4. NON-WAIVER

4.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

5. ENTIRE AGREEMENT

5.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter.

6. INCORPORATION BY REFERENCE

6.1 The Addendum - Standard Oneida County Conditions, is attached hereto as **EXHIBIT A**, and is incorporated into this Agreement.

7. AUTHORITY TO ACT/SIGN

7.1 The Town's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Town's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

8. ADVICE OF COUNSEL

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

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

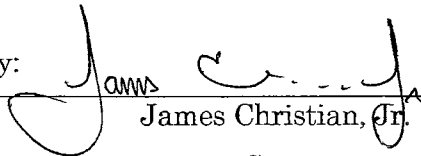
Oneida County

Town of Paris

By:

Anthony J. Picente, Jr.
Oneida County Executive

By:

By:  _____
James Christian, Jr.
Town Supervisor

Date:

Date:

4/18/18

Approved

By:

Linda B. Lark
Assistant County Attorney

Date:

EXHIBIT A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

- a. 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.

- a. 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. CERTIFICATIONS 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:
- i. 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, an 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.
 - ii. 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.
 - iii. 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,
- i. 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 contract under a public transaction, violation

- of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;
- ii. 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:
- i. 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 ongoing 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), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- 1) 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 paragraph (D)(2), above, with respect to any employee who is so convicted;
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.
- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
- A. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. 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

- ii. 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:
 - iii. 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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. 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;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. 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
 - ix. 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 permanently 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:
 - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. 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
 - iii. 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.
- a. 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 any 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. WORKERS' COMPENSATION BENEFITS.
- a. 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.
- a. 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 of the Labor Law, 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 monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

- a. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, 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 Articles, 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.

- a. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. 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.

- a. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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.

- a. 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.

- a. 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.

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired 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 sole responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether for 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 sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

- a. 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.

- a. 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 made 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 requested to be made or has been 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.
- b. 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.

- a. Pursuant to 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 or Contractor, or any person signing on behalf of any bidder or 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 (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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.
- c. During the term of the Contract, should the County receive information that a bidder or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

- a. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:
 - i. For the purposes of this provision, the “use of tobacco” shall include:
 - A. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - B. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
 - ii. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
 - iii. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - A. Upon all real property owned or leased by the County of Oneida; and
 - B. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
 - iv. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

**STATE OF NEW YORK)
COUNTY OF ONEIDA) SS:**

Michael Williamson, Clerk of the Town of Paris, Oneida County, New York, does hereby certify that the foregoing is a full and accurate copy of a resolution adopted by the Town Board of the Town of Paris on April 11, 2018.

Councilman Fahy offered the following Resolution for adoption, duly seconded by Councilman Tuttle:

(RESOLUTION NO. 35)


RESOLVED, that the Paris Town Board hereby agrees to sign the Oneida County Bridge Work Agreement and the Intermunicipal Agreement.

The Board voted as follows:

Supervisor Christian	-	Aye
Councilman Tuttle	-	Aye
Councilwoman Parker	-	Aye
Councilman Tibbitts	-	Absent
Councilman Fahy	-	Aye

Said Resolution was declared unanimously carried and duly adopted.

TOWN BOARD OF THE TOWN OF PARIS, NEW YORK



Michael Williamson, Town of Paris Clerk

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road, Oriskany, New York 13424
Phone: (315) 793-6213 w Fax: (315) 768-6299

May 21, 2018

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

18-193

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
				Federal	
2754.40	2205630	Mill St. Bridge over Fish Cr.	Camden	Federal	\$747,200
				Local	\$186,800
				Total	\$934,000

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County typically offers project sponsor assistance.

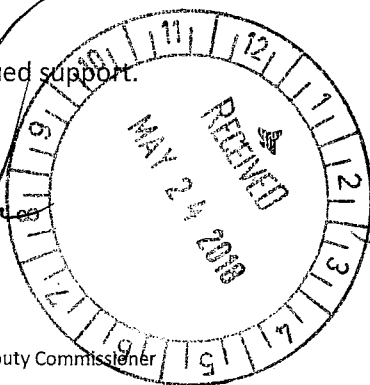
Oneida County has offered assistance to the Town of Camden regarding PIN 2754.45. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State/Federal aid agreements and finance project expenses. Capital Project H-569 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via federal aid, State aid if received, and 100% reimbursement from the Town of Camden for all remaining expenditures.

The enclosed agreement between Oneida County and the Town of Camden formalizes the proposal described above. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date: 5-24-18

cc: Mark E. Laramie, P.E., Deputy Commissioner

Competing Proposal _____
 Only Respondent _____
 Sole Source RFP _____
 Other X

**ONEIDA COUNTY BOARD
 OF LEGISLATORS**

Name & Address of Vendor: Town of Camden
 14 Church Street
 Camden, NY 13316

Title of Activity or Service: Intermunicipal Agreement
Proposed Dates of Operation: Start on Execution - 09/30/2021
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
2754.40	2205630	Mill St. Bridge over Fish Cr.	Camden	Federal	\$747,200
				Local	\$186,800
				Total	\$934,000

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County typically offers project sponsor assistance.

Oneida County has offered assistance to the Town of Camden regarding PIN 2754.45. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State/Federal aid agreements and finance project expenses. Capital Project H-569 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via federal aid, State aid if received, and 100% reimbursement from the Town of Camden for all remaining expenditures.

The enclosed agreement between Oneida County and the Town of Camden formalizes the proposal described above.

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

3) Program Design and Staffing: N/A

4) Funding	Account #:	H-569	
	Total Funding Requested:	\$934,000.00	
	Oneida County Dept. Funding Recommendation:	\$934,000.00	
	Proposed Funding Sources	Federal:	\$747,200.00
		New York State:	\$0.00
		Town of Remsen:	\$186,800.00

Past Performance Data: N/A
O.C. Department Staff Comments: None

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made by and between the TOWN OF CAMDEN (hereinafter referred to as the "Town"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 14 Church Street, Camden, New York 13316, and the COUNTY OF ONEIDA (hereinafter referred to as the "County"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 800 Park Avenue, Utica, New York, 13501 (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, for the benefit of the traveling public, the Town proposes to rehabilitate the Mill Street Bridge over Fish Creek, Bridge Identification Number 2205630, located in the Town of Camden, Oneida County, (hereinafter referred to as "the Project"); and

WHEREAS, on behalf of the Town, the County has applied to the New York State Department of Transportation (hereinafter the "NYSDOT") for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number 2754.40, by the NYSDOT; and

WHEREAS, the NYSDOT has committed to providing reimbursement of eligible Project expenditures in the form of Federal Aid; and

WHEREAS, the Project may also qualify for New York State Marcheselli funding; and

WHEREAS, a "Project Sponsor" is necessary to act as the manager of the Project, and the Parties wish for the County to act as Project Sponsor;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

1. SCOPE OF AGREEMENT

1.1. The County shall execute and submit all required documents to NYSDOT to apply to be the Project Sponsor for the Project.

1.2. The County shall assume the duties of Project Sponsor upon the execution of a subsequent agreement to that effect between the County and the NYSDOT. The Project

Sponsor's duties shall be set forth in said subsequent agreement, and are anticipated to include managing contracts for the design, construction, and inspection of the Project.

1.3. Contingent upon the NYSDOT's approval of the County as Project Sponsor, the Town and County agree to the payment structure and terms described herein.

1.3.1. The Town and the County shall co-sign all required contracts, including those for the design, construction and inspection of the Project.

1.3.2. The Town acknowledges and agrees that the County shall not be responsible for any of the costs associated with the Project.

1.3.3. The estimated total cost of the Project Nine Hundred Thirty-Four Thousand dollars and Zero cents (\$934,000.00).

1.3.4. The federal government, through the NYSDOT, has committed to provide eighty percent (80%) reimbursement of eligible Project expenditures, up to a maximum amount of Seven Hundred Forty-Seven Thousand Two Hundred dollars and Zero cents (\$747,200.00), with a twenty percent (20%) local match.

1.3.5. The NYSDOT may provide additional reimbursement through the Marcheselli Program.

1.3.6. The Town shall be responsible for the twenty percent (20%) local match, estimated to be One Hundred Eighty-Six Thousand Eight Hundred dollars and Zero cents (\$186,800.00), less any funds received through the Marcheselli Program.

1.3.7. The County shall advance all Project expenditures, and shall complete all necessary documents to receive reimbursement through the NYSDOT for the federal and Marcheselli Program funds. The County shall provide to the Town proof of reimbursement received from the NYSDOT.

1.3.8. The Town shall reimburse the County for any and all expenditures that are not reimbursable by the NYSDOT, as such expenditures are made.

2. GUARANTEE OF PAYMENT

2.1 The Town expressly and unconditionally guarantees that it shall pay any and all costs incurred by the County arising out of or in connection with the Project that are not reimbursed by the NYSDOT.

2.2 Such obligation shall not be limited to the estimated costs of the Project or to the anticipated percentages of reimbursement noted herein.

3. SEVERABILITY

3.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

4. NON WAIVER

4.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

5. ENTIRE AGREEMENT

5.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter.

6. INCORPORATION BY REFERENCE

6.1 The Oneida County Standard Addendum, attached to the Contract Documents, is deemed incorporated in this Agreement as **EXHIBIT A**.

7. AUTHORITY TO ACT/SIGN

7.1 The Town's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Town's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

8. ADVICE OF COUNSEL

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

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

Oneida County

Town of Camden

By:

By:

Anthony J. Picente, Jr.
Oneida County Executive

Richard C. Norton
Richard Norton
Town Supervisor

Date:

Date:

May 14, 2018

Approved

By:

Linda B. Lark
Assistant County Attorney

Date:

Exhibit A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of 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. CERTIFICATIONS 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:
 - i. 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, an 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.
 - ii. 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.
 - iii. 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,
 - i. 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 contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;
- ii. 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:
 - i. 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 ongoing 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), above;

D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. 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

- ii. 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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. 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;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

- viii. 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
 - ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. 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
 - iii. 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 any 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. WORKERS' 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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 (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including:

chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

May 17, 2018

FN 20 18-194

PUBLIC SAFETY

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

WAYS & MEANS

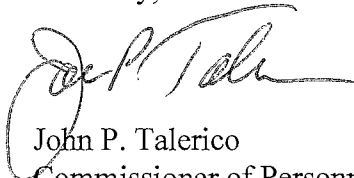
Dear County Executive Picente:

I have attached the job specification for the title of Civil Defender. I have added this title to the Oneida County Classification Plan, and I am recommending the salary be set at Grade 49H, Step 2 at \$87,972. This title has replaced the title of Public Defender-Civil.

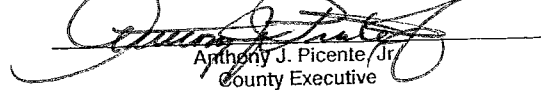
The title of Public Defender-Civil was previously submitted to New York State Civil Service for approval in the exempt class. This request was denied as there can only be one Public Defender. The title of Public Defender-Civil is also not recognized by the Oneida County Charter. Article XXIX of the Oneida County Charter establishes the Office of the Civil Defender. It also states this office shall be administered by the Civil Defender. It is believed that this is the correct title based on the Oneida County Charter. The recommendation of the salary to be set at Grade 49H is for the purpose of equating it to the salary of the Public Defender.

If you concur, please forward this letter to the Board of Legislators and ask that they set the salary for the title of Civil Defender at Grade 49H, Step 2 at \$87,972.

Sincerely,


John P. Talerico
Commissioner of Personnel

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


Anthony J. Picente, Jr.
County Executive

Date 5-21-18

Copy: County Attorney
Budget

ARTICLE XXIX

OFFICE OF THE CIVIL DEFENDER

- Section 2901. Establishment of Office; Appointments
- Section 2902. Powers and Duties
- Section 2903. Assistant Civil Defenders

Section 2901. Establishment of Office; Appointments. There shall be an office of the Civil Defender. The County Executive shall appoint a Civil Defender to administer such office, such appointment shall be subject to the confirmation of the Board of County Legislators. Such Civil Defender shall serve at the pleasure of the County Executive and shall be duly admitted to the practice of law in the State of New York. The Civil Defender shall be a resident of Oneida County and shall devote their entire time to the duties of their office and shall not engage in any other practice of law.

Section 2903. Powers and Duties. The Civil Defender shall have and exercise all of the powers and duties now or hereafter conferred upon him by Section 717, subdivision 2 of the County Law of the State of New York or any applicable law. The Civil Defender shall perform such other and related duties as may be prescribed by law, by the County Executive or by resolution of the Board of County Legislators.

Section 2903. Assistant Civil Defenders. The Civil Defender shall have the power to appoint such assistant civil defenders, paralegals, confidential secretary or other employees of his department as authorized by the County Executive and within the appropriations made therefore by the Board of County Legislators.

Article XXIX was added by Local Law No. 3 of 2011 which incorporated certain technical, grammatical and procedural amendments to the Oneida County Charter and Administrative Code and more specifically to reflect amended changes within the Section XXIV – Public Defender.

Civil Division: Oneida County Government
Jurisdictional Class: Pending Jurisdictional Classification
EEO Category: Administrator
Adopted: 05/17/2018

CIVIL DEFENDER

DISTINGUISHING FEATURES OF THE CLASS: This is a professional legal position in the Oneida County Office of the Civil Defender involving supervisory level work including but not limited to directing, planning and coordinating of defense services. The work includes issuing assignments, directing, encouraging, and assisting staff in accomplishing objectives. The work involves surrogate and family court cases as well as public relations duties of the Office of the Civil Defender. Supervision and training is exercised over the work of all Assistant Civil Defenders and other professional and support personnel employed by the Office of the Civil Defender. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Supervises and schedules the activities and assignments of Assistant Civil Defenders and support personnel;
Develops and conducts appropriate training programs for professional and support staff;
Acts as the liaison between the Office of the Civil Defender, media, community and legal organizations;
Establishes and maintains policies and procedures for the maintenance of client records and files;
Reviews client files for compliance with division policies and procedures;
Receives, reviews and determines applications regarding financial and statutory eligibility for indigent legal service;
Prepares and maintains the budget;
Maintains and prepares records and reports;
Keeps abreast of all policies and procedures as well as State and Federal civil laws and procedures;
Interviews, evaluates, and hires Assistant Civil Defenders and support personnel.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Comprehensive knowledge of the principles and practices of state and federal law and procedures pertaining to surrogate and family court; comprehensive knowledge of the state and federal rules of evidence; thorough knowledge of trials of civil cases; thorough knowledge in preparing legal documents, briefs, and presentations; ability to analyze, appraise and apply complex legal principles, facts and precedents to legal problems; ability to plan and supervise the work of others; ability to establish and maintain an effective relationship with the public, the judiciary and employees; command of oral and written communication.

MINIMUM QUALIFICATIONS: Graduation from a regionally accredited law school and admission to the Bar of the State of New York **AND** four (4) years post-Bar admission experience in the practice of law **AND** registration with the New York State Office of Court Administration.

continued...

SPECIAL REQUIREMENTS:

1. Admission to the Bar of the State of New York at the time of appointment. Responsible for maintaining good standing with their Appellate Division of admission including the mandatory continuing legal education (CLE) requirements set forth by the Office of Court Administration, the true and accurate reporting and timely filing of the New York State Attorney Registration Form and the prompt payment of the biennial attorney registration fee.
2. Must show proof of current registration with the New York State Office of Court Administration and a Certificate of Good Standing to practice law from the Appellate Division at time of appointment and remain current and in good standing throughout appointment.
3. Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

Adopted: 05/17/2018



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 21, 2018

FN 20 18-195

PUBLIC SAFETY

WAYS & MEANS

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

RE: Appointment of the Civil Defender


Honorable Members:

In accordance with Article XXIX, Section 2901 of the Oneida County Charter, I submit to you my appointment of Raymond F. Bara, Esq. as the Oneida County Civil Defender at Grade H49, Step 11 with a salary of \$119,845.00.

I request that this appointment be placed on the Agenda for consideration at your next meeting.

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

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive



ONEIDA COUNTY
 DEPARTMENT OF EMERGENCY SERVICES
 FIRE COORDINATOR
 911 CENTER

ANTHONY J. PICENTE, JR.
 County Executive

KEVIN W. REVERE
 Director

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

FN 20 18-196

April 8, 2018

PUBLIC SAFETY

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

WAYS & MEANS

Dear County Executive Picente,

The Oneida County Department of Emergency Services requests to enter into an agreement with Annese & Associates, Inc. for a Managed Services Agreement.

Annese currently has a contract with the County for these Managed Services that is set to expire in June. This agreement is will enable Annese to continue to provide monitoring of the CAD Record System, AVL, and associated hardware at the County 911 Center.

The agreement will start on June 1, 2018 and will terminate on May 31, 2019. It is a one (1) year agreement.

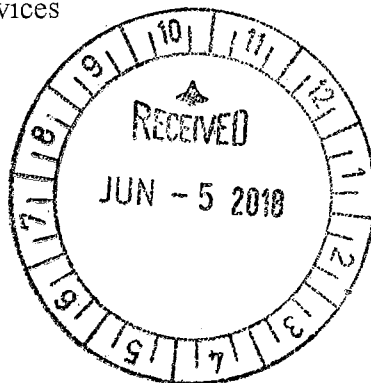
I would also like to request the Board of Legislators' approval on this contract.

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

Sincerely,

Kevin W. Revere
 Director of Emergency Services

kmg



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

Anthony J. Picente, Jr.
 County Executive

Date 6-5-18

Oneida Co. Department: Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Annese & Associates, Inc.
421 Broad Street, Suite 5
Utica, New York 13501

Title of Activity or Service: Computer monitoring service

Proposed Dates of Operation: June 1, 2018 through May 31, 2019

Client Population/Number to be Served: Oneida County residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** Monitoring hardware and software at the Oneida County 911 Center for the CAD system.
- 2) **Program/Service Objectives and Outcomes:** Primary objective is to provide Oneida County CAD system with monitoring, support, backup and remediation.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$52,380.00

Account #A3020.492

Oneida County Dept. Funding Recommendation: \$52,380.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Annese currently provides monitoring and support of the 911 Center's CAD system.

ONEIDA COUNTY 911
ONEIDA COUNTY 911 - ARMS RENEWAL (#ANEQ42831)
ANNESE MANAGED SERVICES AGREEMENT



MANAGED SERVICES AGREEMENT

Customer Name:	The County of Oneida ("Customer")
State of Incorporation:	New York municipal corporation
Annese, a ConvergeOne Company	
State of Incorporation:	New York
Customer's Notice Address:	800 Park Ave, Utica, NY 13501
	Copy to: Dept. of Emergency Services
	120 Base Rd. Oriskany, NY 13424
Annese's Notice Address:	<u>747 Pierce Road, Clifton Park, NY</u>

This Managed Services Agreement (referred to as the "Agreement"), dated as of the date specified on the accompanying signature page at the end of this Agreement, is made and entered into by and between ANNESE, a ConvergeOne Company, and the Customer specified above. ANNESE and Customer are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

This Agreement is not effective unless and until executed by both Parties.

INCLUDED EXHIBITS

This Agreement includes the following Exhibits which are incorporated in this Agreement by reference and made part of this Agreement:

Table of Contents

- GENERAL TERMS AND CONDITIONS
- ANNESE Remote Managed Support
 - EXHIBIT A: Pricing and Services
 - EXHIBIT B: Service Description
 - EXHIBIT C: Service Levels and Escalation
 - EXHIBIT D: Term and Termination

GENERAL TERMS AND CONDITIONS

1. Agreement and Exhibits

This section, General Terms and Conditions ("General Terms and Conditions"), contains the terms and conditions governing the relationship between the Parties as part of any Services ("Services") and Equipment ("Equipment") provided in this Agreement. These Services and Equipment are further defined in the Services and Pricing Schedule attached hereto as Exhibit A and made a part hereof, the Service Description, as attached hereto as Exhibit B and made a part hereof, and in the Service Levels and Escalation attached hereto as Exhibit C and made a part hereof.

In the event the terms and conditions stated within a Service Level Objective in Exhibit C conflict with the terms and conditions stated within the General Terms and Conditions, the terms and conditions stated within the Service Level Objective shall take precedence.

2. Termination and Cancellation

This Agreement and any work assignment in progress may be terminated by Customer at any time, without cause, upon ninety (90) days' prior written notice to ANNESE; provided however, in the event of any such termination, Customer shall pay an early termination fee as defined in Exhibit D, Early Termination Fees, attached hereto and made a part hereof.

3. Other Bases for Termination

a. Material Breach

Either Party may terminate this Agreement upon written notice to the other Party if the other Party breaches any material term or condition of this Agreement, and such breach is not cured to the non-breaching Party's satisfaction within thirty (30) days of written notice specifying the breach.

b. Insolvency

This Agreement will terminate automatically in the event that: (a) a receiver is appointed for ANNESE or Customer or its property; (b) ANNESE or Customer makes an assignment for the benefit of its creditors; (c) any proceedings are commenced by, for or against ANNESE or Customer under any bankruptcy, insolvency, or debtor's relief law for the purpose of seeking a reorganization of Customer's debts, and such proceeding is not dismissed within sixty (60) calendar days of its commencement; or (d) Customer is liquidated or dissolved.

4. Post-Termination Transition Period

In the event of termination of this Agreement for any reason, ANNESE will continue to provide Services for a period not to exceed one-hundred eighty (180) days ("Transition Period") as Customer designates in writing and otherwise cooperate with Customer to transition the Services under this Agreement to Customer's designated successor service provider. The Services provided during the Transition Period shall be subject to the General Terms and Conditions set forth in this Agreement and Customer shall pay the fees for such Services in accordance with this Agreement.

5. **Payment of Charges**

Monthly payments will be invoiced in advance on the first of each month with payment due within thirty (30) days of the invoice date. The first month's billing and all setup fees will be due upon start date of Agreement, the second month's billing will be invoiced on the first day of the second month with payment due within thirty (30) days of the invoice date. Refer to Exhibit A for Pricing and Services covered by the monthly fee under the terms of this Agreement.

6. **Monthly Fee**

The monthly fee and associated fee structure for this Agreement are defined in Exhibit A. From time to time, as business needs change, the Equipment and Services may change, resulting in a corresponding change to Exhibit A. Such an increase or decrease will be implemented by the Customer and ANNESE signing an amendment to this Agreement. This Agreement will be reviewed quarterly with the Customer to determine the need to increase or decrease the monthly fee, which will require written approval by the Customer prior to modifying.

7. **Payment Default**

If the Customer defaults or is untimely in making payments, ANNESE will add an additional two percent (2%) late fee each month to all Services and Equipment that are outstanding. If full payment has not been received after thirty (30) days, ANNESE will add an additional two percent (2%) per month late fee to all Services and Equipment that are still outstanding. After sixty (60) days, ANNESE will forward all remaining outstanding fees for Services and Equipment to an outside agency for collection and terminate this Agreement.

8. **Indemnification**

If the Services or any of the products or materials manufactured or created by ANNESE are proven to infringe a third party's trademark, patent, copyright or other intellectual property right, or ANNESE determines that any of the Services or such products or materials shall infringe such rights, or Customer is enjoined from using any of such products or materials, or any part of same, then ANNESE, at ANNESE'S expense and sole option, shall (1) replace such infringing Services, products or materials with non-infringing, equivalent and conforming services, products or materials, (2) modify such infringing Services, products or materials, so such Services, products or materials become non-infringing, but continue to provide the same type and quality of performance and Services, or (3) procure the right for Customer to continue using such infringing Services, products or materials. This Section shall not apply to any products or materials manufactured or created by any third party or manufactured or created by ANNESE to Customer's design or specifications. This Section shall also not apply to the extent the claim of infringement is caused by Customer's misuse, abuse or modification of any products or materials, Customer's failure to use corrections or enhancements made available by ANNESE, or Customer's use of such products or materials in combination with any attachments, features or devices not supplied or approved by ANNESE. This Section states the entire liability of ANNESE and the exclusive remedy of Customer for infringements by Services or any products or materials.

9. **Limitation of Liability**

IN NO EVENT SHALL ANNESE BE LIABLE TO CUSTOMER, ANY EMPLOYEE, AGENT OR CONTRACTOR OF CUSTOMER, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS,

LOSS OF BUSINESS, OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF ANNESE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. ANNESE'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO ANNESE PURSUANT TO THIS AGREEMENT FOR THE SERVICES DURING THE PRECEDING TWELVE (12) MONTHS.

10. Confidentiality

Except to the extent otherwise required by applicable law, court order or decree, each Party shall hold and keep confidential (a) all information relating to the finances, operations, and data of the other Party, (b) any information specifically identified as confidential by the Party providing such information, and (c) such other information that a reasonable person would consider to be confidential information ("Confidential Information"). The Parties agree to use the same degree of care to avoid unauthorized dissemination of confidential information as they employ with respect to their own information of a similar nature which they do not desire to have disseminated. Except as otherwise agreed to in writing, neither Party grants to the other any rights or licenses under any patents, trademarks or copyrights with respect to such Confidential Information. Each Party agrees that there shall be no disclosure except as provided herein of the Confidential Information at any time and notwithstanding the termination of any other agreement between the Parties.

"Confidential Information" of a Party hereto shall be deemed to include all information, materials and data disclosed or supplied by such party ("Disclosing Party") to the other Party hereto receiving such information ("Receiving Party"), that Disclosing Party designates to be of a confidential nature. If disclosed in written or other tangible form or electronically, Confidential Information shall be marked by Disclosing Party as "Confidential." If disclosed orally or visually, Confidential Information shall be identified as such by Disclosing Party at the time of disclosure and designated as "Confidential" in a written memorandum of such disclosure, summarizing the Confidential Information sufficiently for identification, to be delivered by Disclosing Party to Receiving Party within thirty (30) days of such disclosure. ANNESE acknowledges and agrees that the Customer is subject to New York Public Officers Law, Article 6, Freedom of Information Law ("FOIL"). ANNESE shall mark any Confidential Information it wishes to have the Customer withhold upon a request received pursuant to FOIL as follows: "Proprietary. Not subject to disclosure under Public Officers Law Section 87(2)(d)."

- a. The following information shall not be considered Confidential Information hereunder: (1) information of Disclosing Party that is or becomes generally known within the relevant industry through no wrongful act or omission of Receiving Party or breach by Receiving Party of its obligations under this Agreement; (2) information which Receiving Party can establish and document by contemporaneous written proof was in the possession of or known by such Party prior to its receipt of such information from Disclosing Party, without any obligation of confidentiality to Disclosing Party; (3) information that is rightfully disclosed to Receiving Party by a third party with no obligation of confidentiality to Disclosing Party; and (4) information which is independently developed by Receiving Party without use of or reference to Confidential Information of Disclosing Party, with Receiving Party bearing the burden of proving such independent development.

- b. Confidential Information of Disclosing Party may not be used by Receiving Party for any purpose except in the performance of Receiving Party's obligations on behalf of Disclosing Party under this Agreement. Receiving Party shall maintain the confidentiality of all of Disclosing Party's Confidential Information disclosed to Receiving Party hereunder and shall not disclose such Confidential Information to any person or entity, except as provided in this Agreement.
- c. To the extent Receiving Party is required to disclose Confidential Information of Disclosing Party pursuant to any law, or any court or regulatory order, Receiving Party shall promptly notify Disclosing Party in writing of the existence, terms and circumstances surrounding such disclosure so that Disclosing Party may seek a protective order or other appropriate remedy from the proper authority. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or remedy. Receiving Party further agrees that if Receiving Party is required to disclose Confidential Information of Disclosing Party, Receiving Party shall furnish only that portion of Confidential Information that is legally required and shall exercise all reasonable efforts to obtain reliable, written assurances that confidential treatment shall be accorded Confidential Information.
- d. Receiving Party shall promptly return to Disclosing Party all correspondence, memoranda, papers, files, records and other tangible materials embodying Disclosing Party's Confidential Information or from which such information may be derived, including all copies, extracts or other reproductions thereof, when Receiving Party no longer needs such Confidential Information to accomplish the performance of Receiving Party's obligations on behalf of Disclosing Party under this Agreement or when Disclosing Party requests its return, whichever occurs first, or certify to Disclosing Party that all such materials have been destroyed if Disclosing Party requests such destruction.
- e. Upon termination or expiration of this Agreement, for whatever reason, each of the Parties hereto shall immediately cease using any and all Confidential Information of the other Party hereto, unless specifically authorized in writing by such other Party, and shall promptly return to such other Party any and all of such information in its possession, and shall not publish or reveal, use or divulge, directly or indirectly, any of such information unless specifically authorized, in writing, by such other Party. Without limiting the generality of the foregoing, the obligation to promptly return Confidential Information shall include, but not be limited to, the obligation to promptly erase any and all of such Confidential Information, and all images, compilations, copies, summaries or abstracts of such information, from computer storage, systems and related storage devices, tools and servers.

11. Warranties

ANNESE hereby warrants that the Services provided and any Equipment installed by ANNESE shall be performed or installed by ANNESE in a workmanlike manner, consistent with generally prevailing industry standards, and in compliance with the requirements of this Agreement.

- a. ANNESE MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED ON ITS OWN REGARDING THE FUNCTIONALITY OF HARDWARE OR SOFTWARE, BUT INSTEAD RELIES ON THE WARRANTIES PROVIDED BY THE MANUFACTURER OF EACH SUCH PRODUCT.

- b. ANNESE SHALL MAKE REASONABLE EFFORTS TO ENSURE THAT NOTHING DELIVERED BY ANNESE TO CUSTOMER SHALL CONTAIN ANY PROTECTION FEATURE, CALENDAR-RELATED KILL CODE, TROJAN HORSE, BUG COLLECTION DEVICE OR "BACK DOOR" DESIGNED TO PREVENT USE OF CUSTOMER'S SOFTWARE OR OPERATING SYSTEM OR TO TRACK USERS OR EXTRACT DATA AND ANNESE SHALL USE REASONABLE EFFORTS COMPARABLE OR EXCEEDING INDUSTRY STANDARDS WHEN ACCESSING CUSTOMER'S COMPUTER SYSTEM NOT TO INTRODUCE ANY VIRUS, WORM, OR DISABLING INSTRUCTION INTO CUSTOMERS OPERATING SYSTEM.
- c. EXCEPT AS STATED IN THIS AGREEMENT, ANNESE DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, INTEROPERABILITY, AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. ANNESE DOES NOT WARRANT THE WORK AND SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED AND/OR ERROR FREE. ANNESE DOES NOT MAKE AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AGAINST LOSS OF DATA, SECURITY BREACHES, THIRD PARTY INTERRUPTION OR INTERFERENCE WITH DATA OR NETWORKS, AND EXPOSURE OR RELEASE OF PERSONALLY IDENTIFIABLE INFORMATION, REGARDLESS OF CAUSE. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF CUSTOMER, AND DO NOT EXTEND TO ANY THIRD PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CUSTOMER ACKNOWLEDGES THAT ANNESE SHALL BEAR NO RESPONSIBILITY FOR THE PERFORMANCE, REPAIR OR WARRANTY OF ANY OF CUSTOMER'S SOFTWARE, HARDWARE PRODUCTS OR SERVICES PROVIDED TO CUSTOMER OR BY A THIRD PARTY, UNLESS OTHERWISE SET FORTH HEREIN.
- d. All warranties set forth in this Agreement shall be null and void if the products or materials manufactured or created by ANNESE are: (1) altered, modified or repaired by persons other than ANNESE or persons approved by ANNESE, including, without limitation, the installation of any attachments, features or devices not supplied or approved by ANNESE; (2) misused, abused or not operated in accordance with specifications of ANNESE or the manufacturers or creators of the products or materials by persons other than ANNESE or persons approved by ANNESE; or (3) subjected to improper site preparation or maintenance by persons other than ANNESE or persons approved by ANNESE. ANNESE shall not be responsible for any malfunction, nonperformance or degradation of performance of any products or materials manufactured or created by ANNESE caused by or resulting directly or indirectly from installation by Customer, any alteration, modification or repair that was not made by ANNESE or persons approved by ANNESE or any causes external to such products or materials, such as, but not limited to, power failures and surges.

12. Severability

If any provision of this Agreement is held to be unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render this Agreement invalid as a whole. Such invalid or unenforceable provision will be deleted from the Agreement. The

remainder of the Agreement shall remain in full force and effect.

13. **Force Majeure**

If either Party is unable to perform any of its obligations under this Agreement because of natural disaster, actions or decrees of governmental bodies, communications line failure not the fault of the affected Party, or other event beyond the reasonable control of the affected Party (a "Force Majeure Event"), the Party who has been so affected will immediately give notice to the other Party and will take all practicable steps to resume performance. Upon receipt of such notice, all obligations under this Agreement will be immediately suspended for the duration of the Force Majeure Event.

14. **Relationship of the Parties**

- a. It is expressly agreed that the relationship of ANNESE to the Customer shall be that of an independent contractor. ANNESE'S employees shall not be considered employees of the Customer for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. ANNESE, in accordance with its status as an independent contractor, covenants and agrees that its employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Customer by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Customer.
- b. ANNESE warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and the general public as a regular course of business. ANNESE and Customer agree that ANNESE is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. ANNESE'S employees shall not be eligible for compensation from the Customer due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. ANNESE acknowledges and agrees that neither ANNESE, nor its employees, shall be eligible for any Customer employee benefits, including retirement membership credits.
- e. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the ANNESE's independent contractor status, it is agreed that both the Customer and ANNESE shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- f. ANNESE agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

15. **Successors and Assigns**

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. This Agreement shall benefit and be binding upon the Parties hereto and their respective successors and assigns.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its principles of conflicts of laws. Both Parties consent to the exclusive jurisdiction and venue of any court within the State of New York situate in Oneida County in connection with any dispute arising out of, or in connection with this Agreement.

17. Entire Agreement

This Agreement (including any and all exhibits or attachments hereto) constitutes the complete and exclusive statement of the agreement between the Parties, which supersedes all prior and concurrent proposals and understandings, whether oral or written, and all other communications between the Parties relating to the subject matter of this Agreement. Exception: If this Agreement is undertaken during or immediately before or after an ANNESE professional services engagement, the ANNESE Statement of Work for the professional services engagement will remain in force for the duration of the professional services project work.

18. Amendments

No amendments, modifications, or supplements to this Agreement will be binding unless they are in writing and signed by both Parties hereto.

19. Counterparts

This Agreement may be executed in one or more counterparts, each of which when so executed will be an original, but all of which together will constitute one agreement. This Agreement may be executed by facsimile, scanned signature, or electronic signature.

20. Survival

Termination or expiration of this Agreement shall not release any Party hereto from any liability which has as of the date of such termination or expiration already accrued to the other Party hereto, nor affect in any way the survival of any right, duty or obligation of either Party hereto which is expressly stated elsewhere in the Agreement to survive such termination or expiration hereof.

21. Promotion

ANNESE may not make reference to the Customer in its public advertising and promotional materials without prior written approval from the Customer, given either by the office of the Oneida County Executive or the office of the Oneida County Department of Law.

22. Installation

To the extent that any Equipment is to be installed by ANNESE, ANNESE shall install such Equipment as specified in the attached Exhibits.

23. HIPAA

As a "Business Associate" as defined by HIPAA, ANNESE must fully comply with the HIPAA Security Rule. Should a customer considered to be a "Covered Entity" as defined by HIPAA request that another Business Associate be authorized administrative-level access (required for the provision of its contracted services) to the network maintained and secured by ANNESE the following will be required:

A copy of a current, signed HIPAA-compliant Business Associate Agreement between the 2 entities must be provided to ANNESE

All access provided must be uniquely identifiable. For instance, ANNESE will assign unique ids and passwords ONLY to each INDIVIDUAL within the requesting Business Associate's organization requiring access.

All access granted will be restricted to static IP addresses of Business Associates requesting access meaning that only authorized traffic coming from the Business Associate's facility will be authorized.

Similarly, ANNESE requires that any access to Covered Entity Customer applications that create, receive, maintain, or transmit electronic Protected Health Information (ePHI) authorized by the Covered Entity be uniquely identifiable to each ANNESE employee authorized access.

ANNESE REMOTE MANAGED SUPPORT

EXHIBIT A: Pricing and Services

This Section lists the specific hardware components and software applications at Customer's site that will be covered under this Agreement. If the ANNESE Support Group receives a request for any piece of Equipment or software not included here, ANNESE will make a good faith effort to contact Customer Management for approval of billable service. End-user devices will be covered per quantities as specified below.

Remote Managed Support (ARMS)

Item	Service Level	Quantity	Unit Price	Price per Month
VMWare ESX /ESXi / UCS	Platinum	6	\$237.00	\$1,422.00
Virtual Standard Server (Windows or Linux)	Platinum	14	\$100.00	\$1,400.00
Patch & Anti-virus Updates/Management	Platinum	14	\$25.00	\$350.00
Application Server (Windows or Linux)	Platinum	3	\$212.00	\$636.00
Patch & Anti-virus Updates/Management	Platinum	3	\$25.00	\$75.00
Edge Switches/Fabric Interconnect	Platinum	4	\$22.00	\$88.00
Firewall / VPN Concentrator	Platinum	3	\$109.00	\$327.00
Base Monthly Fee		1	\$67.00	\$67.00

Fees	Amount
Monthly Fees: 12 months at \$4,365.00/mo	\$52,380.00
Total Fees: 12 months at \$4,365.00/mo \$0.00 up front	\$52,380.00

EXHIBIT B: Service Description

ANNESE will provide Customer with monitoring, support, backup and remediation Services, which includes:

1. Equipment list as noted in Exhibit A.
2. Networking monitoring, alerting and remediation.
3. Customer portal and usage reports.
4. Service review meeting on mutually agreeable schedule.
5. Email address and toll-free number for requests and support.
6. All logging of requests and issues into ANNESE call tracking system.

Assumptions:

1. ANNESE will make an attempt to resolve issues with software up to one generation older than the current version as documented by the manufacturer.
2. Customer is required to maintain valid manufacturer support agreement(s). In the event a support agreement doesn't exist or has lapsed, ANNESE will make a best effort attempt to provide support, however, the ability to provide such support may be limited. In the event Customer does not have a valid support contract, Customer will be responsible for any costs associated with ANNESE accessing manufacturer support.
3. ANNESE will only provide software upgrades at the direction of manufacturer support to resolve an issue.
4. Customer will provide ANNESE specific assigned credentials for monitoring and remote access.
5. Customer will allow ANNESE to place a network monitoring device in Customer's network.
6. Customer has chosen NOT to use ANNESE services for patch and anti-virus management and will continue to perform these updates internally.

Device coverage by name:

ANNESE REMOTE PLATINUM VMW/ESX/ESXI/UCS

1. 10.10.2.50
2. 10.10.2.51
3. 10.10.2.52
4. 10.10.2.53
5. 10.10.2.54
6. 10.10.2.55

ANNESE REMOTE PLATINUM APP SERVER

1. OC911vCenter
2. OC911-SMTP
3. OC911-Te-SQL01

ANNESE REMOTE PLATINUM STANDARD SERVER

1. DN-AVL
2. DN-Connect1
3. DN-Connect2
4. DN-Database
5. DN-Interface
6. DN-MSI
7. DN-Web
8. OC-911-Backup
9. OC911-DC01
10. OC911-Map
11. OC911-Mobile01
12. OC911-NM01
13. OC911--TE-RMS01
14. OC911-Veeam

ANNESE REMOTE PLATINUM FIREWALL/VPN

1. OC911-Mobile ASA
2. OC911_ASA01
3. OCC-911-ASA01-Secondary

ARMS PLATINUM FOR EDGE SWITCHES 1.

- 911Cisco3750G_Switch
2. Tiburon-SW1

EXHIBIT C: Service Levels and Escalation

1. This Service Level Objective (“SLO”) defines the IT services and support related to the Managed Services Agreement. In order for ANNESE to deliver services and products to Customer in a timely and effective manner, and to ensure that the service meets or exceeds Customer's expectations, ANNESE and Customer will jointly agree to the following SLO’s. This enables both Parties to:

- Have a clear frame of reference on the agreed level of service.
- Have insight into how work will be performed.
- Be assured of a high level of service quality.
- Establish a dialogue through status reports, review meetings and evaluations.
- To define an agreed set of responsibilities and procedures.

All Services shall be provided domestically within the United States. In no event will ANNESE use or disclose Customer data offshore without prior written consent of the Customer.

As business environments and requirements inevitably change, this SLO must define a continuous improvement process to ensure that the support agreement keeps pace with changing business requirements. This SLO will be reviewed at scheduled meetings and evaluations.

2. Service Level Breakdown

This section defines the SLO components of the delivered services and the associated target service levels.

3. Hours of Coverage

ANNESE operates the Help Desk and Network Operations Center (NOC) with a full technical staff Monday through Friday from 7AM to 11PM EST. If a Customer call or monitoring generated alert is received after hours and Customer is on a 24x7 support plan, then the incident will be handled by an on call technician as identified below.

<p>Business Hours: Time: 7 AM to 11 PM EST Days: Monday through Friday</p>	<p>After Hours*: Time: 11 PM to 7 AM EST Days: Monday through Friday and 24x2 on weekends</p> <p>* For Customer requested support after hours support, Customer must place a phone call to the toll free number and leave a voice message to alert the on-call engineer</p>
---	--

Toll Free Phone # 1-866-581-9718

Email Address arms@annese.com

4. Service Offerings — ARMS

Service Offering	ARMS Platinum
Comprehensive System Monitoring and Alerting	24x7 Monitoring and Alerting
Alert Triage and Escalation	24x7 Assessment and Remediation
Remote Troubleshooting & Remediation	24x7 Assessment and Remediation
Phone Based Support	24x7 Assessment and Remediation
Email Based Support	7AM to 11PM Assessment and Remediation

5. Priority Levels — ARMS

Priority	Typical Description	Response Time Business Hours / After Hours	SLO
1-Critical	Customer Down: The ability to conduct business has stopped (critical server down, network infrastructure down, primary business application down).	30 minutes / 2 hours	95%
2-High	Significant degradation of service (large number of users or business critical functions affected).	30 minutes / 2 hours	95%
3-Normal	Small service degradation (business processes can continue, one user affected)	8 hours / N/A	95%
4-Low, Scheduled, or Planning	Projects / Analysis: Longer term requests that are not time sensitive but need to be completed and tracked accordingly. Monthly analysis of monitored systems for proactive planning.	Scheduled / N/A	95%

6. Comprehensive Monitoring

The objective of service monitoring is to ensure proactive identification and resolution of problems as they may arise. The IT infrastructure is monitored by ANNESE staff Monday through Friday between the hours of 7 a.m. and 11 p.m. EST. In case of issues during off hours, excluding major holidays, ANNESE staff is automatically notified within 15 minutes.

Customer will be notified (through phone and/or e-mail) of any incident that could affect user productivity or network stability. ANNESE has licensed third party monitoring software. The system is agent based, meaning a software package is installed on Windows servers and users' Windows PCs for end user support. ANNESE has also licensed third party remote access and patch management. This system is agent-based, meaning a software package is installed on users' windows PCs to support the end-users. All communications are secured connections utilizing SSL encryption.

The following chart has been included to provide a high level overview of the services that ANNESE will provide under this offering.

ARMS Service Levels	Platinum
Availability Monitoring	X
Performance Monitoring	X
Application Monitoring (for application servers only)	X
Database Monitoring (for application servers only)	X
Backup Job Management	
Daily Monitoring	X
Simple file restores	X
Advanced system restores	X
Software Asset Inventory	X
Hardware Asset Inventory	X
Microsoft Patch Deployment	X
Basic Administration	X
Advanced Administration	X
Remediation Steps	
Customer notification and triage	X
Incident creation, escalation, and co-ordination	X
Incident remediation (troubleshooting) - Tier 1	X
Incident remediation (troubleshooting) - Tier 2	X
Incident remediation (troubleshooting) - Tier 3	X
Incident remediation (troubleshooting) - On-Site	N/A
Reporting	
On demand reports	X
Scheduled report delivery	X
Monitoring Portal Access	X

7. Escalation Path — ARMS

Reason for Escalation	Customer concern with performance or delivery	Technical issue / alert
Identified By	Customer	Customer
1st Level	Annese Managed Services	Annese Managed Services
Communication Method	Phone, email, ticketing portal Phone: 866-581-9718 email: arms@annese.com	Phone, email, ticketing portal Phone: 866-581-9718 email: arms@annese.com
2nd Level	Manager of Managed Services Phone: 866-581-9718	Manager of Managed Services Phone: 866-581-9718
Communication Method	Phone	Phone
3rd Level	Director of Professional & Managed Services Phone: 866-581-9718	Director of Professional & Managed Services Phone: 866-581-9718
Communication Method	Phone	Phone

EXHIBIT D: Term and Termination

1. Term

This Agreement will remain in effect for twelve (12) months unless terminated or canceled as provided herein.

2. Early Termination Fees

The fee shall be the equivalent of the total amount of the monthly recurring fees as defined in Exhibit A for the 90 day period. All of these sums shall become immediately due and payable on the effective date of the termination, i.e. thirty days (30) from the date of written notice of the same.

ACCEPTANCE OF SERVICE AGREEMENT

This Managed Services Agreement covers only those Services and Equipment listed in the Exhibits. ANNESE and the Customer must agree in writing to any changes to the Equipment or Services covered, and to the effective timeframe of the changes.

As authorized agents of the Parties entering into this Agreement, the undersigned acknowledges full contents of said Agreement as acceptable and binding.

Customer: The County of Oneida

Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Company: County of Oneida

Signature: _____

Date: _____

Annese, a ConvergeOne Company:

Name: Mark Coffey

Title: Director of Professional and
Managed Services

Company: Annese, a ConvergeOne
Company

Signature: Mark Coffey

Date: 5/14/18

ACCEPTANCE OF SERVICE AGREEMENT

This Managed Services Agreement covers only those Services and Equipment listed in the Exhibits. ANNESE and the Customer must agree in writing to any changes to the Equipment or Services covered, and to the effective timeframe of the changes.

As authorized agents of the Parties entering into this Agreement, the undersigned acknowledges full contents of said Agreement as acceptable and binding.

Customer: The County of Oneida

Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Company: County of Oneida

Signature: _____

Date: _____

Annese, a ConvergeOne Company:

Name: Mark Coffey

Title: Director of Professional and
Managed Services

Company: Annese, a ConvergeOne
Company

Signature: Mark Coffey

Date: 5/14/18

Anthony J. Picente, Jr
Oneida County Executive



John P. Talerico
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

June 1, 2018

FN 20 18 - 147

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

PUBLIC SAFETY
WAYS & MEANS

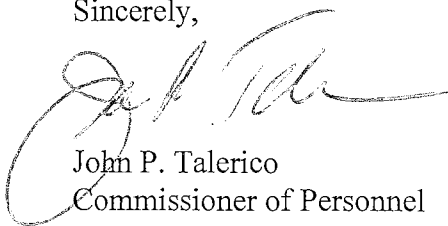
Dear County Executive Picente:

Attached for your review and approval is correspondence from Sheriff Robert M. Maciol requesting the creation of fifteen (15) part-time Special Patrol Officer positions in Sheriff – Special Patrol Officers, Cost Center 3121.

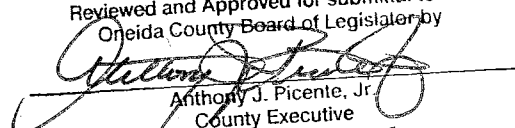
As stated in Sheriff Maciol’s letter, he is requesting fifteen (15) part-time Special Patrol Officer positions (Grade 32W at \$25.48 per hour) to be assigned to various school districts within the county. These school districts are looking for Special Patrol Officers to provide safety and security on school grounds for children and staff alike.

If you concur with his request, please forward this letter to the Board of Legislators and ask that they create fifteen (15) part-time Special Patrol Officer positions (Grade 32W at \$25.48 per hour).

Sincerely,


John P. Talerico
Commissioner of Personnel

Copy: Sheriff
County Attorney
Budget

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

Anthony J. Picente, Jr.
County Executive
Date 6-1-18



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph A. Lisi

Sheriff Robert M. Maciol

May 23, 2018

Commissioner John P. Talerico
Oneida County Department of Personnel
800 Park Ave., 6th Floor
Utica, NY 13501

Re: MSD 222

Dear Commissioner Talerico:

Enclosed please find MSD 222 with regard to the creation of fifteen (15) Special Patrol Officer positions. Various school districts within the county are looking to have the Sheriff's Office provide security on school grounds. The special patrol officers will be used for security purposes at the various school districts.

If you have any questions or need further information, please do not hesitate to contact my office.

Thank you for your time and consideration in this matter.

Sincerely,

Robert M. Maciol
Sheriff

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph A. Lisi



Sheriff Robert M. Maciol

May 20, 2018

FN 20 18-198

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office was recently awarded a Grant from the New York State Division of Criminal Justice Services in the amount of \$19,458.00. I am requesting approval of this grant contract.

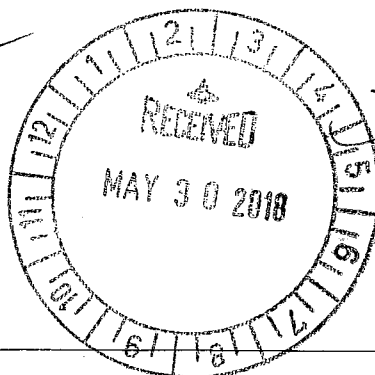
The grant is set to begin January 1, 2018 and end on December 31, 2018. **There are no County dollars in this contract.** The goal of this grant is to purchase a 2-Room iRecord System to be used at the CAC for recording of statements in child sexual abuse cases.

This Agreement requires Board approval at the Board's next meeting date.

If you find the enclosed grant contract acceptable, I am requesting your approval by way of signature both on paper and by e-signature in the GMS portal. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff



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

Anthony J. Picente, Jr.
County Executive

Date 5-30-18

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

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

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

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

Oneida County Department/Office: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: Grant

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: NYS Division of Criminal Justice Services
80 South Swan Street
Albany, NY 12210

Title of Activity or Service: Grant to purchase video recording equipment

Proposed Dates of Operation: 1/1/2018-12/31/2018

Client Population/Number to be Served: Oneida County Residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** This grant will be used to purchase video recording equipment for use at the Child Advocacy Center to record interviews in child sexual abuse cases.
- 2) **Program/Service Objectives and Outcomes:** Equipment to be used to aid in the investigation of child sexual abuse cases. This equipment will enable better preservation of evidence.
- 3) **Program Design and Staffing:** Use at the Child Advocacy Center

Total Funding Requested: \$19,458.00 **Account #:** A3113.295 (expense) A3382 (Revenue)

Oneida County Dept. Funding Recommendation: \$19,458.00

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

Cost per Client Served: N/A

Past Performance Data: None

Oneida County Department/Office Staff Comments: This equipment will aid in the investigations of child sexual abuse cases throughout the County. Recorded interviews and statements will be able to be forwarded to the DA's Office to be used as evidence.

<u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	<u>NYS COMPTROLLER'S NUMBER:</u> T632840 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939	<u>TYPE OF PROGRAMS:</u> Video Recording of Statements <u>DCJS NUMBERS:</u> BJ16632840 <u>CFDA NUMBERS:</u> 16.738
<u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000	<u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2018 TO 12/31/2018 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$19,458.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.
<u>CHARITIES REGISTRATION NUMBER:</u> <input type="text"/> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> APPENDIX M <input type="checkbox"/> Other (Identify)
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente Jr., County Executive Date: _____	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Award Contract**Video Recording of Statements****Project No.****Grantee Name**

ST17-1007-E00

Oneida County

01/14/2018

AGREEMENT

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the

CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**Video Recording of Statements****Project No.****Grantee Name**

ST17-1007-E00

Oneida County

01/14/2018

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of

race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

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

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

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting

agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

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

Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov.MWBE/directorySearch.html>

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.

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

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

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

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

January, 2014

Certified by - on

Award Contract

Video Recording of Statements

Project No.

Grantee Name

ST17-1007-E00

Oneida County

01/14/2018

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.
2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.
3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.
6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.
7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and

allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such

quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with

Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be

incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at:
http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided

by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services 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 organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services 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 he or she 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 such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services 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.

VER 05/13/2013

Certified by - on

Award Contract

Video Recording of Statements

Project No.

Grantee Name

ST17-1007-E00

Oneida County

01/14/2018

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	2-Room iRecord Universe IP Turnkey Recording System	1	\$19,458.00	\$19,458.00	\$19,458.00	\$0.00
Justification: 2-Room iRecord System, all equipment						
Total				\$19,458.00	\$19,458.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$19,458.00	\$19,458.00	\$0.00

Oneida County Sheriffs Office

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$19,458.00	\$19,458.00	\$0.00

Award Contract

Video Recording of Statements

Project No.

ST17-1007-E00

Grantee Name

Oneida County

01/14/2018

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services 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 or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$650 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013
Certified by - on

Project No.

Grantee Name

ST17-1007-E00

Oneida County

01/14/2018

APPENDIX D - Work Plan

Goal

To improve law enforcement and prosecution outcomes by enhancing the technological capabilities of the Oneida County Child Advocacy Center by enabling them to videotape interviews and statements children in child sexual abuse cases and to promote compliance with statutory requirements.

Objective #1

Enhance the technological capabilities with the Oneida County Child Advocacy Center through the acquisition of video recording equipment to be utilized during child sexual abuse investigations

Task #1 for Objective #1

Purchase and install video recording equipment Maintain purchase records in compliance with all federal , state and local procurement guidelines. Maintain an inventory record of all video recording equipment purchase under this contract.

Performance Measure

1 Number of video recorded statements taken with equipment purchased Enter all individual units of equipment with a value of \$500 or greater into the Equipment inventory in DCJS GMS.

Task #2 for Objective #1

Provide training to officers and staff in proper operation of video recording equipment.

Performance Measure

1 Number of officers and staff who received training in proper operational use of equipment.

Task #3 for Objective #1

Comply with established department protocol utilizing the video recording equipment during investigatory interviews and interrogations

Performance Measure

1 Number of video recorded statements conducted Number of video recorded statements forwarded to the District Attorney's Office to be used as case evidence in child sexual abuse cases conducted at the CAC

Objective #2

Improve the effectiveness of case evidence through the recording of investigative interviews and interrogations by trained officers and staff and review of departmental protocols regarding video recording of statements.

Task #1 for Objective #2

Provide investigatory personnel with interview techniques training to enhance their interview and interrogation knowledge, skills and abilities

Performance Measure

1 Number of officers and number of staff at CAC who received training in video recording of interview and interrogation techniques.

Task #2 for Objective #2

Review, update, and implement if necessary, department protocols regarding the video recording of statements consistent with the applicable statutory requirements on or before April 1, 2018.

Performance Measure

- 1 Include in the first Quarterly Progress Report a copy of the departmental protocols and/or procedures regarding the video recording of statements.

Objective #3

To report directly to the federal Bureau of Justice Assistance (BJA) on performance measures for grant programs that are supported by Byrne JAG funds through the Performance Measurement Tool (PMT) for each quarter of the contract year. (PLEASE NOTE: YOU DO NOT NEED TO FILL ANYTHING OUT IN GMS FOR THIS OBJECTIVE. THIS IS INFORMATIONAL ONLY).

Task #1 for Objective #3

The grantee will sign onto the PMT at <https://www.bjaperformancetools.org> utilizing the ID, password and instructions provided by DCJS and complete the assigned sections within 30 days of the end of the calendar quarter.

Performance Measure

- 1 Completed PMT report.

Award Contract**Video Recording of Statements****Project No.**

ST17-1007-E00

Grantee Name

Oneida County

01/14/2018

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

The following special conditions apply to contracts with county or municipal governments as appropriate:

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFENet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS website at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

Grantees who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form:

<http://www.criminaljustice.ny.gov/ojis/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies must stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

In addition to the submission of program progress reports as outlined in Appendix A-1, the Grantee is also required to report quarterly through the federal Performance Measurement Tool (PMT) to the federal Bureau of Justice Assistance (BJA) on performance measures. The Grantee will sign onto the PMT utilizing the ID, password, and instructions provided by DCJS and follow appropriate procedures to report data within 30 days after the end of the calendar quarter. Information about these Performance Measures can be found at: http://www.ojp.usdoj.gov/BJA/grant/JAG_Measures.pdf. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program. If the Grantee plans to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases, the Grantee must submit a signed certification to DCJS that it has a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safetyinitiative.htm>.

No monies from this award or the accompanying match may be obligated to support the investigation, seizure, or closure of clandestine methamphetamine laboratories until such a time as DCJS has a mitigation plan in place which meets all applicable Federal, State and local laws and regulations and DCJS has the capacity to ensure compliance and monitor activities.

FFY 2012 expenditures must be made by September 30, 2016. FFY 2013 expenditures must be made by September 30, 2016. FFY 2014 expenditures must be made by September 30, 2017. FFY 2015 expenditures must be made by September 30, 2018. FFY 2016 expenditures must be made by September 30, 2019. Any extension beyond these time frames is contingent upon BJA's approval of the State's request for an award extension.

The following conditions will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Civil Rights Compliance:

Federal law requires that state agencies that are administering DOJ funds maintain written methods of administration for ensuring that DCJS grantees comply with applicable federal civil rights laws. This includes ensuring that DCJS grantees do not discriminate in services or employment practices. In order to assist DCJS in addressing these requirements, DCJS will share Civil Rights Compliance Information with DCJS grantees annually, Program Representatives have been directed to examine civil rights practices and related documentation during site visits, and DCJS grantees must participate in regular Civil Rights training.

Required Online Civil Rights Training:

The U.S. Department of Justice Office of Civil Rights has developed a series of online training programs on civil rights compliance issues to assist state administering agencies in providing training to DCJS grantees. The user-friendly training programs explain the applicable civil rights laws in easy-to-understand terms. The series of training programs, which are accessible to the public, are available online at:

<http://www.ojp.usdoj.gov/about/ocr/assistance.htm>. DCJS requires DOJ-funded DCJS grantees to participate in the online civil rights training developed by the U.S. Department of Justice, Office of Civil Rights. Each DOJ-funded DCJS grantee must designate appropriate staff that will be required to participate in the training and provide a signed certification to DCJS upon completion of the applicable online training sessions. The certification can be found: <http://www.criminaljustice.ny.gov/ofpa/forms.htm>.

The signed verification should be scanned and attached to the GMS record for the grant.

No materials, items or publications resulting from award activities associated with this grant may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS Executive Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grant Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at: <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.

Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Grantee understands and agrees that-

(a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and

(b) Nothing in subsection (a) limits the use of funds necessary for an Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.

Grantee agrees that within 120 days of the state date of this agreement, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force

training. Additionally, all future task force members are required to complete this training once during the life of this agreement, or once every four years if multiple agreements include this requirement. The training is provided free-of-charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's website and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 28, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grantees may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

Grantee understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditures List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here:
<https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

Grantee understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisition may be accessed here:
<https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

Grantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

(a) Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from DCJS. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to DCJS as if it was requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.

(b) Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

(c) Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from DCJS. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Grantee further understands and agrees to notify DCJS prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

Grantee understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

Anthony J. Picente, Jr.
County Executive

David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 356-2900 Adult: (315) 356-2900
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Holly Bolton
Thomas Brognano
Mark F. Joseph
Holly Matthews
John Sharrino

April 26, 2018

FN 20 18-199

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

Enclosed is the proposed Gun Involved Violence Elimination (GIVE) grant which the New York State Division of Criminal Justice Services has awarded our office in the amount of \$21,520.00. The grant period is from July 1, 2018 through June 30, 2019. Matching funds are not required. These funds are for overtime costs for one probation officer, enabling the officer to make home visits in partnership with the Utica Police Department for the purpose of eliminating shootings and homicides through integrated initiatives. A portion of the funds are also for a GPS tracking device to monitor probationers' locations.

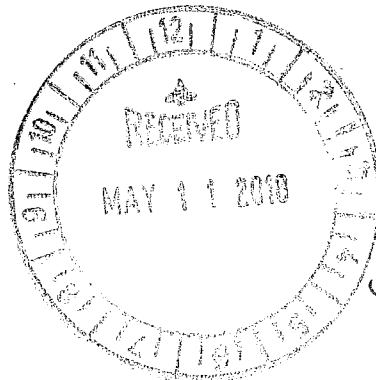
I am hereby requesting your review and approval of this grant. After doing so, please forward this grant agreement to the Oneida County Board of Legislators for their review and approval.

Thank you for your time and assistance in this matter.

Sincerely,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures



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

Anthony J. Picente, Jr.
County Executive

Date 5-4-18

Oneida Co. Department: Probation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X _____

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name and Address of Vendor: New York State Division of Criminal Justice Services
80 South Swan Street
Albany, New York 12210-8001

Title of Activity or Service: Project GIVE

Proposed Dates of Operation: July 1, 2018 – June 30, 2019

Client Population/Number to be served: Oneida County

Summary Statements:

- 1.) **Narrative Description of Proposed Services:** GIVE funds will be used for overtime costs for one probation officer to work in partnership with the Utica Police Department, as well as for a GPS tracking device to monitor probationers' locations.
- 2.) **Program/Service Objectives and Outcomes:** GIVE funds help support coordinated reduction and prevention initiatives with the express goal of reducing violent firearm related offenses. This project is designed to achieve sustained, long term gun crime reduction through the application of proven, evidence-based practices.
- 3.) **Program Design and Staffing:** Existing Probation Department Staff

Total Funding Requested: \$21,520.00 **Account#:** A3140
A3027

Oneida County Department Funding Recommendation: \$21,520.00

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

Cost Per Client Served: NA

Past Performance Data: NA

O.C. Department Staff Comments: Coordinated effort with the Oneida County District Attorney, Oneida County Sheriff's Office, and Utica Police Department.

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> T484597 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p><u>TYPE OF PROGRAMS:</u> GIVE Initiative <u>DCJS NUMBERS:</u> GV18484597 <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 07/01/2018 TO 06/30/2019 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$21,520.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> [Redacted] (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" 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</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input type="checkbox"/> APPENDIX M</p> <p><input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding</p> <p><u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".</p> <p>GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract

GIVE Initiative

Project No.

Grantee Name

GV18-1056-D00

Oneida County

04/25/2018

AGREEMENT

**STATE OF NEW YORK
AGREEMENT**

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the

CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**GIVE Initiative****Project No.****Grantee Name**

GV18-1056-D00

Oneida County

04/25/2018

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of

race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

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

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

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting

agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

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

Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov.MWBE/directorySearch.html>

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.

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

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

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

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

January, 2014

Certified by - on

Award Contract

GIVE Initiative

Project No.

Grantee Name

GV18-1056-D00

Oneida County

04/25/2018

APPENDIX A1
AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and

allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such

quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with

Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be

incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided

by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services 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 organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services 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 he or she 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 such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services 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.

VER 05/13/2013

Certified by - on

Award Contract

GIVE Initiative

Project No.

Grantee Name

GV18-1056-D00

Oneida County

04/25/2018

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County Probation Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	OT - Probation Officer	1	\$20,520.00	\$20,520.00	\$20,520.00	\$0.00
Justification: \$30.hr x 60hrs x 12months The Oneida County Probation Department remains an integral part of our overall strategy. Probation contributes two probation officers in multi-agency details conducting visits and searches of the homes of probationers and parolees who live in designated "Hot Spots" or have violent behaviors/convictions. In addition, probation shares field intelligence with the partnership contributing to our comprehensive strategy and assists in carrying our message to the community. Specifically, Probation has committed numerous officers to our two call-ins and has always provided at least one officer for our custom notifications. The commitment to GIVE is demonstrated in the hours contributed overall by probation which are well in excess of the overtime hours for which they are reimbursed.						
2	Hot Spot Policing - Bi Loc 8 GPS offender Tracker	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
Justification: \$1000 x 1 GPS tracker The Oneida County Probation Department remains an integral part of our overall strategy. Probation contributes two probation officers in multi-agency details conducting visits and searches of the homes of probationers and parolees who live in designated "Hot Spots" or have violent behaviors/convictions. In addition, probation shares field intelligence with the partnership contributing to our comprehensive strategy and assists in carrying our message to the community. Specifically, Probation has committed numerous officers to our two call-ins and has always provided at least one officer for our custom notifications. The commitment to GIVE is demonstrated in the hours contributed overall by probation which are well in excess of the overtime hours for which they are reimbursed.						
Total				\$21,520.00	\$21,520.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$21,520.00	\$21,520.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$21,520.00	\$21,520.00	\$0.00

Award Contract

GIVE Initiative

Project No.**Grantee Name**

GV18-1056-D00

Oneida County

04/25/2018

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services 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 or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$650 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013
Certified by - on

Award Contract**GIVE Initiative****Project No.****Grantee Name**

GV18-1056-D00

Oneida County

04/25/2018

APPENDIX D - Work Plan**Goal**

The goal of the Gun Involved Violence Elimination (GIVE) Initiative is the elimination of shootings and homicides, or aggravated assaults where applicable, through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE: People, Places, Alignment, and Engagement.

Objective #1

To introduce the joint agency initiatives outlined in the GIVE V strategy to directly combat shootings and homicides, or aggravated assaults where applicable, by implementing the key elements of Problem Oriented Policing.

Task #1 for Objective #1

On a quarterly basis, the Police Department will complete and submit the DCJS Checklist of key Problem Oriented Policing elements and provide a written description of the status of their implementation of each key element on the checklist.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following the end of each quarter to the GIVE Program Manager.

Task #2 for Objective #1

On a quarterly basis, the District Attorney's Office will complete and submit the DCJS Checklist of key Problem Oriented Policing elements and provide a written description of the status of their implementation of each key element on the checklist.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following the end of each quarter to the GIVE Program Manager.

Task #3 for Objective #1

On a quarterly basis, the Probation Office will complete and submit the DCJS Checklist of key Problem Oriented Policing elements and provide a written description of the status of their implementation of each key element on the checklist.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following the end of each quarter to the GIVE Program Manager.

Task #4 for Objective #1

On a quarterly basis, the Sheriff's Office will complete and submit the DCJS Checklist of key Problem Oriented Policing elements and provide a written description of the status of their implementation of each key element on the checklist.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following the end of each quarter to the GIVE Program Manager.

Objective #2

To introduce the joint agency initiatives outlined in the GIVE V strategy to directly combat shootings and homicides, or aggravated assaults where applicable, by implementing the key elements of Procedural Justice.

Task #1 for Objective #2

On a quarterly basis, the Police Department will complete and submit the DCJS Checklist of key Procedural Justice elements and provide a written description of the status of their implementation of each key element on the checklist.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following the end of each quarter to the GIVE Program Manager.

Task #2 for Objective #2

On a quarterly basis, the District Attorney's Office will complete and submit the DCJS Checklist of key Procedural Justice elements and provide a written description of the status of their implementation of each key element on the checklist.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following the end of each quarter to the GIVE Program Manager.

Task #3 for Objective #2

On a quarterly basis, the Probation Office will complete and submit the DCJS Checklist of key Procedural Justice elements and provide a written description of the status of their implementation of each key element on the checklist.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following the end of each quarter to the GIVE Program Manager.

Task #4 for Objective #2

On a quarterly basis, the Sheriff's Office will complete and submit the DCJS Checklist of key Procedural Justice elements and provide a written description of the status of their implementation of each key element on the checklist.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following the end of each quarter to the GIVE Program Manager.

Award Contract

GIVE Initiative

Project No.**Grantee Name**

GV18-1056-D00

Oneida County

04/25/2018

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions**A. Publications:**

1. The implementing agency will submit to DCJS for review all proposed publications (written, visual or sound) prior to their public release. Any such publications shall contain the following statement... "This project is supported by a grant from the New York State Gun Involved Violence Elimination (GIVE) Initiative. Points of view in this document are those of the author and do not necessarily represent the official position of policies of the Division of Criminal Justice"

2. No materials, items or publications resulting from award activities associated with the GIVE Initiative grant may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS Executive Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

B. Programs:

1. Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies, the implementing agency will coordinate their GIVE strategy with those other strategy initiatives in the county.

2. Grantee agrees that if the project is not implemented within 60 calendar days of the award date, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 calendar days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, in consultation with the Board, the State may either revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

3. The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

4. Grantee shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable. Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:
http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies must stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Monthly Gun Data - Both primary and DCJS designated secondary police departments must submit the Monthly Gun Data Report within 30 days of the end of the month that is being reported on. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

B. Program: Cont'd

5. Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrest of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

6. Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form: <http://www.criminaljustice.ny.gov/ojis/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

7. All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

8. Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act.

9. Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

10. Grantee agrees to comply with all requirements included within the Project GIVE Request for Applications (RFA).

C. Funding:1. Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment, and fee schedule.

2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon

by the Parties.

3. Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

4. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

5. Grantee agrees that all specifications for technology purchases exceeding \$5,000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Program Development and Funding.

Supplemental GIVE Special Conditions - 3/21/2016

1. Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearm related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.

2. By the 15th day of each month, participating police departments will provide Operation SNUG personnel with a monthly list of high risk individuals who have been identified as known or suspected gang members, gang leaders who promote gun violence, and candidates most likely to carry guns and/or be involved in shooting incidents. Police agencies may use discretion when it comes to supplying sensitive information regarding these high-risk individuals (i.e. persons involved in active criminal investigations).

3. By the 15th day of each month, the participating police department will provide DCJS a crime map pinpointing the locations of the prior month's shooting incidents for both the Operation SNUG target area(s) and the entire city.

Supplemental GIVE Special Conditions - 3/21/2016

4. Participating police departments will provide DCJS an annual crime map pinpointing the locations of all shooting incidents which have occurred between July 1 and June 30 of the preceding GIVE contract period for both the Operation SNUG target area(s) and the entire city. This annual crime map will be due on the last day of the month following the expiration date of the contract.

5. By the 15th day of each month the participating police department will provide DCJS a report detailing a month to month comparison of shootings and homicides for the current calendar year and the two preceding calendar years for the target area(s) and the entire city.

6. Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE contract period and the two preceding GIVE contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the contract.

7. Participating police departments will develop written protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Anthony J. Picente, Jr.
County Executive

David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 356-2900 Adult: (315) 356-2900
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Holly Bolton
Thomas Brognano
Mark F. Joseph
Holly Matthews
John Sharrino

May 9, 2018

EN 20 18 - 200

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

PUBLIC SAFETY

WAYS & MEANS

Re: Utica Safe Schools Agreement
2018 – 2019

Dear Mr. Picente:

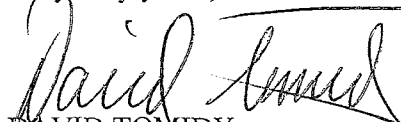
Enclosed is an Agreement between the Utica City School District and the Oneida County Probation Department wherein the district reimburses the County for services rendered by this office totaling \$11,300.00. We will have an Officer at Kernan Elementary School one and a half days per week providing mentoring and IRT (Initial Response Team) services.

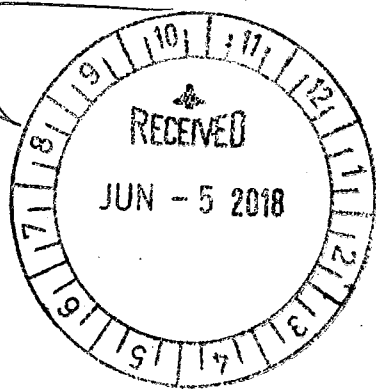
We expanded our school-based IRT efforts throughout the school district to Kernan Elementary last year. We found it to be successful, and would like to continue this program. This partnership is designed to identify students with attendance and behavior problems, work with them and their families, and coordinate service delivery. In turn, students are deferred from formal PINS and JD services.

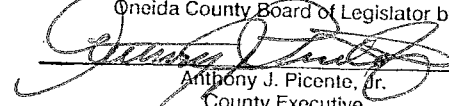
I strongly feel this mutually beneficial program is a cost effective, preventive, and well-received effort worthy of continuing. Please forward this agreement to the Board of Legislators for their approval.

Your support of our programming continues to be most appreciated.

Very truly yours,


DAVID TOMIDY
PROBATION DIRECTOR



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

Anthony J. Picente, Jr.
County Executive
Date 5-5-18

DT:kas
Enclosures

Oneida Co. Department: Probation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**Oneida County Board of Legislators
Contract Summary**

Name and Address of Vendor: Utica City School District
106 Memorial Parkway
Utica, New York 13501

Title of Activity or Service: Utica School District/IRT Program

Proposed Dates of Operation: 10/1/2018 – 9/30/2019

Client Population/Number to be served: Eligible students in the Utica School District

Summary Statements:

- 1.) **Narrative Description of Proposed Services:** The Oneida County Probation Department provides Initial Response Team (IRT) services to the Utica City 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.
- 2.) **Program/Service Objectives and Outcomes:** This program is designed to reach 75 students and adjust 80% of those attendance and behavior problems without formal Court intervention.
- 3.) **Program Design and Staffing:** One part-time Probation Officer is employed one and a half (1 ½) days per week at the Kernan Elementary School.

Total Funding Requested: \$11,300.00 **Account#:** A3142

Oneida County Department Funding Recommendation: \$11,300.00

Proposed Funding Sources (Federal\$/State\$/County\$): Utica City School District

Cost Per Client Served: In 2017, the cost per client served totaled \$610.00.

Past Performance Data: We have surpassed our goals of students referred to the program and deferred from Family Court, and hope to continue to continue to do so.

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 Utica City School District and parents to help students make positive changes.

Agreement between Oneida County through its Probation Department and Utica City School District

THIS AGREEMENT (the “Agreement”) is by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices 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 the "Probation Department"), and UTICA CITY SCHOOL DISTRICT, a political subdivision of the State of New York with its principal offices located at 106 Memorial Parkway, Utica, New York 13501 (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 exhibited behavioral and attendance problems; and

WHEREAS, the School District seeks the Probation Department’s IRT services to assist its students in its Kernan Elementary School, located at 929 York Street, Utica, New York 13502;

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

1. TERM:

- a. This Agreement shall be effective from October 1, 2018 until September 30, 2019 (the “Term”), unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

- a. The Probation Department will provide the School District with IRT efforts and other support services (collectively, the “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. Assisting 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;
 - 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 services and law enforcement agencies, and cooperating therewith in matters of mutual interest.
- vii. Other support services may also 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.
- b. The Probation Department will provide one (1) part-time Probation Officer, who will provide the above-described Services at Kernan Elementary School for one and one-half (1 and ½) days per week during the Term of this Agreement when school is in session.

3. REIMBURSEMENT FOR SERVICES:

- a. The School District will reimburse the County in the amount of \$11,300.00 for conducting the Services. Salary, fringe benefits, and related travel costs are included in the \$11,300.00 amount.
- b. Reimbursement for the 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. This regular payment policy requires quarterly submission of vouchers to the School District in accordance with the following schedule: October 2018, December 2018, March 2019, and June 2019. Each payment will be in the amount of two thousand eight hundred twenty-five dollars (\$2825.00).

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.
- d. It is understood by the parties that the County and Probation Department offer the same or similar Services to other school districts. The parties agree that the County and Probation Department are free to continue to offer these Services to other school districts during the Term of this Agreement.

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 parties that all information exchanged is considered confidential and will be used solely for the purposes outlined in this Agreement.

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.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW*

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

ONEIDA COUNTY

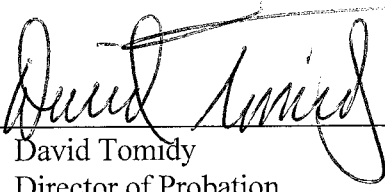
DATE: _____

BY: _____

Anthony J. Picente, Jr.
Oneida County Executive


PROBATION DEPARTMENT

DATE: 5/30/19

BY:  _____
David Tomidy
Director of Probation

UTICA CITY SCHOOL DISTRICT

DATE: 5/22/2018

BY:  _____
Christopher J. Salatino
President, Board of Education

APPROVED
ONEIDA COUNTY ATTORNEY

BY _____
Alison Stanulevich, Esq.
Assistant County Attorney

Board approved at the May 23, 2018 Meeting.

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 356-2900 Adult: (315) 356-2900
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Holly Bolton
Thomas Brognano
Mark Joseph
Holly Matthews
John Sharrino

May 4, 2018

FN 20 18-201

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

PUBLIC SAFETY

WAYS & MEANS

Re: Waterville Central School/IRT Program
2018-2019

Dear Mr. Picente:

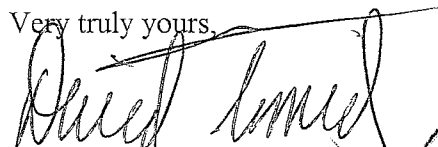
Enclosed is an Agreement between the Probation Department and the Waterville Central School District wherein the school district reimburses the County for 50% of salary, fringe benefits, and travel expenses for one full-time Probation Officer. Waterville Central School District will reimburse the County \$37,449.00 for the services of the Probation Officer.

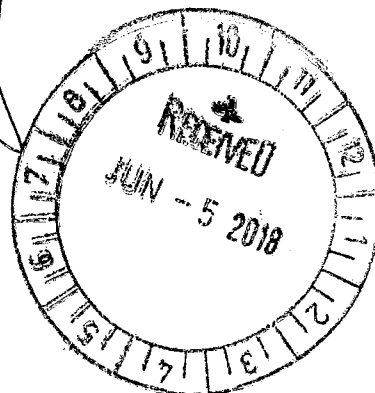
This Officer provides Initial Response Team (IRT) services and other supportive efforts in the school buildings. This successful partnership is designed to identify students with attendance and behavior problems, work with them and their families, and coordinate service delivery. In turn, many students are deferred from more formal PINS and JD services.

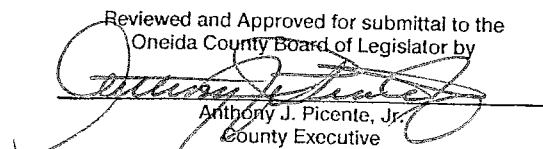
I strongly feel this mutually beneficial program is a cost effective, preventive, and well-received effort worthy of continuing. Please forward this agreement to the Board of Legislators for their approval.

Your support of our programming continues to be most appreciated.

Very truly yours,


DAVID TOMIDY
PROBATION DIRECTOR



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

Anthony J. Picente, Jr.
County Executive
Date 6-5-18

DT:kas
Enclosures

Oneida Co. Department: Probation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: Waterville Central School District
381 Madison Street
Waterville, New York 13480

Title of Activity or Service: Waterville Central School/IRT Program

Proposed Dates of Operation: 7/1/2018 to 6/30/2019

Client Population/Number to be served: 200 youth at Waterville Central School District

Summary Statements:

- 1) **Narrative Description of Proposed Services:** The Oneida County Probation Department provides Initial Response Team (IRT) services to the Waterville 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.
- 2) **Program/Service Objectives and Outcomes:** This program is designed to reach 200 students and adjust 80% of those attendance and behavior problems without formal Court intervention. In 2017, we worked with 205 cases and diverted 85% of those cases.
- 3) **Program Design and Staffing:** One full-time Probation Officer is stationed full-time at the Junior High and High School buildings. This Officer also services the elementary school as needed.

Total Funding Requested: \$37,449.00

Account #: A3142 (Revenue)

Oneida County Department Funding Recommendation: \$37,449.00

Proposed Funding Sources (Federal\$/State\$/County\$): Waterville Central School District

Cost Per Client Served: In 2017, the cost per client served totaled \$359.00.

Past Performance Data: We have surpassed our goals of students referred to the program and deferred from Family Court for the past three 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 Waterville Central School District and parents to help students make positive changes.

Agreement between Oneida County through its Probation Department and Waterville Central School District

THIS AGREEMENT (the “Agreement”) is by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws 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 WATERVILLE CENTRAL SCHOOL DISTRICT, a central school district organized and existing under the laws of the State of New York, with its principal offices located at 381 Madison Street, Waterville, New York 13480 (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 exhibited 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;

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

1. TERM:

- a. This Agreement shall be effective from July 1, 2018 until June 30, 2019 (the “Term”), 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. Assisting 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 also 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.
- b. The Probation Department will provide one (1) full-time Probation Officer, who will provide the above-described services at any and all School District buildings, as needed by the School District and as directed by the Probation Department.

3. REIMBURSEMENT FOR SERVICES:

- a. The School District will reimburse the County in the amount of \$37,449.00 for conducting IRT services described above. Salary, fringe benefits, and related travel costs are included in the \$37,449.00 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 CONTRACOR 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 discretion, needs, and policies of the Probation Department.
- d. It is understood by the parties that the County and Probation Department offer the same or similar service(s) to other school districts. The parties agree that the County and Probation Department are free to continue to offer these services to other school districts during the Term of this Agreement.

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.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW*

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: 5/29/18

BY: David Tomidy
David Tomidy
Director of Probation

WATERVILLE CENTRAL SCHOOL DISTRICT

DATE: May 22, 2018

BY: Roberta Williams
Roberta Williams
Board of Education President

APPROVED
ONEIDA COUNTY ATTORNEY

BY: _____
Alison Stanulevich, Esq.
Assistant County Attorney

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Scotti
Todd C. Carville
Michael R. Nolan
Joshua L. Bauer
Steven P. Feiner

Dawn Catera Lupi
First Assistant

Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Archana Nayak

May 11, 2018

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

FN 20 18-200
PUBLIC SAFETY
WAYS & MEANS

Dear Mr. Picente:

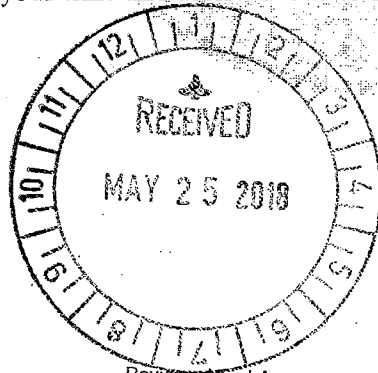
Enclosed is the proposed Crimes Against Revenue grant award which the New York State Division of Criminal Justice Services has awarded our office in the amount of \$161,400.00. Grant funds will be used to assist Assistant District Attorney Kevin Dwyer and investigators Scott Cifonelli and Brad Pietryka in prosecuting economic crimes.

The grant period is from January 1, 2018 through December 31, 2018. Matching funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.



Sincerely,

Scott D. McNamara
Oneida County District Attorney

SDM/kn
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 5-24-18

Oneida Co. Department: District Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Division of Criminal Justice Services
80 South Swan Street
Albany, NY 12210

Title of Activity or Service: Crimes Against Revenue Program

Proposed Dates of Operation: 01/01/2018 – 12/31/2018

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Funds will be used by the District Attorney for continuation of the Crimes Against Revenue Program (CARP). This program will assist the DA's Office with effective investigation and prosecution of crimes that have adverse effects on governmental revenues, including state revenues and qualifying local revenues (revenue crimes).
- 2) **Program/Service Objectives and Outcomes:** Develop strategic plans to combat revenue crimes; recover restitution in revenue crime prosecution.
- 3) **Program Design and Staffing:** One (1) Assistant District Attorney; two (2) part-time Investigators; Use of the Economic Crime Lab at Utica College.

Total Funding Requested: \$161,400.00

Account #A1165.495130
#A3047

Oneida County Dept. Funding Recommendation: \$161,400.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

<p>STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p>NYS COMPTROLLER'S NUMBER: C444459 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p>TYPE OF PROGRAMS: Crimes Against Revenue DCJS NUMBERS: CR15444459 CR16444459 CR17444459 CFDA NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000</p>	<p>INITIAL CONTRACT PERIOD: FROM 01/01/2016 TO 12/31/2018 FUNDING AMOUNT FROM INITIAL PERIOD: \$502,850.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 2 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: _____ (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input checked="" 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</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> APPENDIX M</p> <p><input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract**Project No.**

CR15-1023-E02

Grantee Name

Oneida County

05/11/2018

AGREEMENT

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**Project No.**

CR15-1023-E02

Grantee Name

Oneida County

05/11/2018

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of

the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov/MWBE/directorySearch.html>

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.

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

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

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

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

January, 2014

Certified by - on

Award Contract**Project No.**

CR15-1023-E02

Grantee Name

Oneida County

05/11/2018

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.
2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.
3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.
6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.
7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:

http://www.whitehouse.gov/omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

- A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

<https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp>

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most

important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that

the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services 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 organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services 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 he or she 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 such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services 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.

VER 05/13/2013

Certified by - on

Award Contract

Project No.
CR15-1023-E02

Grantee Name
Oneida County

05/11/2018

APPENDIX B - Budget Summary by Participant

Oneida County
Oneida County District Attorneys Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Investigators (approx. 2)	1	\$46,374.00	\$46,374.00	\$46,374.00	\$0.00
Justification: Approximately two part-time investigators for approximately 910 hours each at approximately \$25.48/hour to investigate CARP cases = approximately \$46,374 total for both positions.						
2	ADA	1	\$63,550.00	\$63,550.00	\$63,550.00	\$0.00
Justification: Assistant District Attorney @ approximately 93% FTE, approximately \$68,188 annual salary (approx. \$65,907 1/1/18 - 9/1/18; approx. \$75,029 9/2/18 - 12/31/18). This ADA will be tasked with the management of the project from investigation through the prosecution stage which will include the drafting of any search warrants, subpoenas, accusatory instruments, and/or indictments.						
Total				\$109,924.00	\$109,924.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	ADA Fringe @ approx. 27%	1	\$17,378.00	\$17,378.00	\$17,378.00	\$0.00
Justification: Fringe benefits for Assistant District Attorney @ approximately 27%.						
2	Investigator Fringe @ approx. 11%	1	\$4,962.00	\$4,962.00	\$4,962.00	\$0.00
Justification: Fringe benefits for approximately two part-time investigators @ approximately 11%.						
Total				\$22,340.00	\$22,340.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Office Supplies	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
Justification: Paper, Ink cartridges, etc....						
Total				\$3,000.00	\$3,000.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel and Training	1	\$1,136.00	\$1,136.00	\$1,136.00	\$0.00
Justification: To attend CARP training courses and/or any other relevant and necessary financial crimes investigation training courses for ADAs and Investigators.						
Total				\$1,136.00	\$1,136.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	User Fee for Economic Crime Lab	1	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00
Justification: In order to facilitate the project, we will need to use the Economic Crime Lab at Utica College. The scope of this project will require extensive use of the facility and their computer equipment, we are being asked to compensate them. Utica College has been an extraordinary partner over the last few years and we wish to maintain that partnership. Our payment of the user fee to Utica College would allow us to continue to share the Economic Crime Lab as an available resource to other counties at a reduced cost or no cost. With the addition of the number of personnel, we have no room to house the project in our office. So, it is a necessary expense. Utica College is requesting \$25,000 for use of the facility and equipment for year. It should also be noted that the use of the lab allows us access to their link analysis software which the interns are trained to use. Analysts Notebook is an expensive link analysis software which costs approximately \$48,000 to purchase two licenses for all of the necessary components.						
Total				\$25,000.00	\$25,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$161,400.00	\$161,400.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$161,400.00	\$161,400.00	\$0.00

Award Contract**Project No.**

CR15-1023-E02

Grantee Name

Oneida County

05/11/2018

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services 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 or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.

6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013

Certified by - on

Award Contract**Project No.**

CR15-1023-E02

Grantee Name

Oneida County

05/11/2018

APPENDIX D - Work Plan**Goal**

Effectively investigate, prosecute, and deter crimes adversely affecting government revenues and expenditures, and recoup lost State revenue.

Objective #1

Develop an effective enforcement strategy in collaboration with the State Department of Taxation and Finance (DTF) and other government agencies as appropriate, in an order to detect, investigate, prosecute, and deter revenue crimes.

Task #1 for Objective #1

Develop a strategic plan of action to combat revenue crimes.

Performance Measure

- 1 Provide DCJS and DTF with a detailed strategic plan of action. Plan should include but be not limited to, scope of revenue crimes to be focused on, how referrals will be reviewed and managed, criteria utilized to evaluate and determine whether an investigation and/or prosecution should be pursued.

Objective #2

Implement the approved strategic plan of action in collaboration with DTF and/or other government agencies, to effectively investigate, prosecute, and deter revenue crimes adversely affecting State government revenues.

Task #1 for Objective #2

Review referrals from DTF, other applicable government agencies, and DA initiated cases to determine if an investigation is warranted. Report these on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Provide the total number of referrals received by DTF.
- 2 Provide the total number of referrals by affected agency.
- 3 Provide the total number of referrals by outside sources.
- 4 Provide the number of DA generated referrals.

Task #2 for Objective #2

Conduct thorough reviews of referred and DA initiated investigations. Report these on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Provide the number of investigations opened per category.
- 2 Provide the number of arrests within the quarter.
- 3 Provide the total number of cases where an accusatory instrument was filed.
- 4 Provide a brief narrative detailing any notable investigations conducted or events in this quarter.

Task #3 for Objective #2

Conduct, in collaboration with DTF, effective prosecution of revenue crimes. Report these on CARP Program Summary Worksheet.

Performance Measure

- 1 Provide the total number of cases prosecuted by agency.
- 2 Provide the number of cases dismissed or disposed of without prosecution by agency.

- 3 Provide the number of open cases.
- 4 Provide the total number and type of sentences by agency.
- 5 Provide a brief narrative detailing the collaboration between prosecutors and the DTF on significant revenue crime cases. Include any notable prosecutions or events.

Objective #3

Recover ordered restitution in revenue crime prosecution.

Task #1 for Objective #3

Effectively enforce collection of restitution ordered. Report amounts on the required CARP Program Summary Worksheet.

Performance Measure

- 1 Provide the total amount of restitution ordered from cases disposed within the quarter.
- 2 Provide the total amount of initial payments made toward restitution within the quarter.
- 3 Provide the total amount of restitution recovered (not including initial payments) within the quarter.
- 4 Provide the amount of any fines and penalties recovered in the quarter.
- 5 Provide the amount of restitution recovered within the quarter credited as CARP revenue.
- 6 In GMS provide a brief narrative and recovery amount of any civil litigation.
- 7 Provide a brief narrative describing and/or projecting any enhanced State savings or decreased State expenditures. These figures should be separate and distinct.
- 8 Provide a brief narrative outlining prosecutorial efforts to pursue restitution not being paid according to the terms and conditions of the court order. Include any notable occurrences that either hindered or enhanced restitution recovery.

Objective #4

Enhance CARP investigative and prosecutorial efforts of the District Attorneys Office through training and/or meetings.

Task #1 for Objective #4

Attend educational trainings and/or meetings.

Performance Measure

- 1 Provide the title, date(s) and location (s) of any training attended. Note: All out-of-state training, funded by DCJS, requires prior approval.
- 2 Provide the name and title of attendees.
- 3 Provide a brief narrative summarizing the trainings attended.

Objective #5

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #5

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 Identify if you are on target to meet the established Minority and Women Business Enterprise goals by the end of the contract period. NOTE: This performance measure requires a yes or no response, at a minimum.

Award Contract

Project No.

Grantee Name

CR15-1023-E02

Oneida County

05/11/2018

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for a "T" contract only, a not-for-profit Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$_____.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

Appendix D - Special Conditions**A. Publications:**

1. The implementing agency will submit to DCJS for review all proposed written, visual or sound materials prior to their public release. Any such materials shall contain the following statement: "This project is supported by a grant from the New York State Crimes Against Revenue Program (CARP). Points of view expressed are those of the author and do not necessarily represent the official position or policies of the NYS Division of Criminal Justice."
2. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS' Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.
3. The grantee, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

B. Program:

1. Grantee agrees that if the project is not implemented within 60 calendar days of the project start date, it will report in writing to DCJS the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 calendar days of the original start date of the grant period, the Grantee will submit a second written statement to DCJS explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may either revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
2. All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.
3. The grantee shall submit a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.
4. The grantee shall submit a signed Certificate of Attestation stating these funds will be used to supplement, not supplant, existing funds and services, and that all personnel supported through this contract will work on CARP activities for the percentage of time that is commensurate with the portion of their salary funded by this grant.

5. Grantee shall enroll as a user with the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable. Instructions for accessing and submitting crime reports through the IJPortal can be found at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf.

6. Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at <http://www.criminaljustice.ny.gov/ojsa/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

C. Funding:

1. Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.

3. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Upon approval of this grant by the Office of the State Comptroller, or DCJS for a "T" contract only, a not-for-profit Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$_____.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

Appendix D - Special Conditions

A. Publications:

1. The implementing agency will submit to DCJS for review all proposed written, visual or sound materials prior to their public release. Any such materials shall contain the following statement: "This project is supported by a grant from the New York State Crimes Against Revenue Program (CARP). Points of view expressed are those of the author and do not necessarily represent the official position or policies of the NYS Division of Criminal Justice."

2. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS' Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

3. The grantee, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

B. Program:

1. Grantee agrees that if the project is not implemented within 60 calendar days of the project start date, it will report in writing to DCJS the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 calendar days of the original start date of the grant period, the Grantee will submit a second written statement to DCJS explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may either revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management

software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

3. The grantee shall submit a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

4. The grantee shall submit a signed Certificate of Attestation stating these funds will be used to supplement, not supplant, existing funds and services, and that all personnel supported through this contract will work on CARP activities for the percentage of time that is commensurate with the portion of their salary funded by this grant.

5. Grantee shall enroll as a user with the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable. Instructions for accessing and submitting crime reports through the IJPortal can be found at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf.

6. Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at <http://www.criminaljustice.ny.gov/ojsa/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

C. Funding:

1. Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.

3. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Upon approval of this grant by the Office of the State Comptroller, or DCJS for a "T" contract only, a not-for-profit Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$_____.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

Appendix D - Special Conditions

A. Publications:

1. The implementing agency will submit to DCJS for review all proposed written, visual or sound materials prior to their public release. Any such materials shall contain the following statement: "This project is supported by a grant from the New York State Crimes Against Revenue Program (CARP). Points of view expressed are those of the author and do not necessarily represent the official position or policies of the NYS Division of Criminal Justice."

2. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS' Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

3. The grantee, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies

where applicable, will publicize noteworthy prosecutions to promote deterrence.

B. Program:

1. Grantee agrees that if the project is not implemented within 60 calendar days of the project start date, it will report in writing to DCJS the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 calendar days of the original start date of the grant period, the Grantee will submit a second written statement to DCJS explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may either revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
2. All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.
3. The grantee shall submit a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.
4. The grantee shall submit a signed Certificate of Attestation stating these funds will be used to supplement, not supplant, existing funds and services, and that all personnel supported through this contract will work on CARP activities for the percentage of time that is commensurate with the portion of their salary funded by this grant.
5. Grantee shall enroll as a user with the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable. Instructions for accessing and submitting crime reports through the IJPortal can be found at: http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf.
6. Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at <http://www.criminaljustice.ny.gov/ojis/documents/dcscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

C. Funding:

1. Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.
2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.
3. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Award Contract**Project No.**

CR15-1023-E02

Grantee Name

Oneida County

05/11/2018

Appendix M MWBE Contract Requirements (Local Assistance)

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS:
REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The Division of Criminal Justice Services (DCJS) 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 DCJS, to fully comply and cooperate with the DCJS 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). Contractors 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.

II. Contract Goals

A. For purposes of this contract, the DCJS 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: <http://www.esd.ny.gov/mwbe.html>. 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 DCJS for liquidated or other appropriate damages, as set forth herein.

III. 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:

1. 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.

2. The Contractor shall maintain an EEO policy statement and submit it to the DCJS if requested.

3. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

4. The Contractors 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 4 and Paragraph E of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. 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

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS 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 DCJS 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.
2. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.
3. 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.

IV. 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, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

IV. Waivers

A. If the DCJS, 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 DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DCJS 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.

VII. Liquidated Damages - MWBE Participation

A. Where DCJS 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 DCJS 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 DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are assessed by the DCJS 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 DCJS.

M/WBE AND EEO POLICY STATEMENT

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 Criminal Justice 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.

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 organizations 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. .

VER5/13/13

Certified by - on

Award Contract**Project No.**

CR15-1023-E02

Grantee Name

Oneida County

05/11/2018

Amendment created on - 01/10/2018

Prior Contract Terms

Contract Start Date - 01/01/2016

Contract End Date - 12/31/2017

Contract Amount - \$341,450.00

Amendment certified on - 10/25/2017

Amendment Type - Simplified Renewal

Contract Start Date - 01/01/2016

Contract End Date - 12/31/2017

Contract Amount - \$341,450.00

This appendix displays the values created for this Amendment. Cancel if the values are not correct.

Amendment created on - 08/08/2016

Prior Contract Terms

Contract Start Date - 01/01/2016

Contract End Date - 12/31/2016

Contract Amount - \$170,725.00

APPENDIX X**AMENDMENT OF GRANT CONTRACT TERMS**

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>.

Certified by - on



David L. Mathis
 Director, Workforce Development

Anthony J. Picente, Jr.
 Oneida County Executive

April 11, 2018

FN 20 18-203

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente: *Anthony*

Attached for your approval are five (5) copies of an Agreement for Grant Writing Specialist Services that has been reviewed and is recommended for your signature.

This Agreement is with Mohawk Valley Community College and provides the college with grant writing services in cooperation with my office. Under the scope of this Agreement, Workforce Development will provide MVCC with assistance in identifying and preparing available state and federal employment and training-related grants.

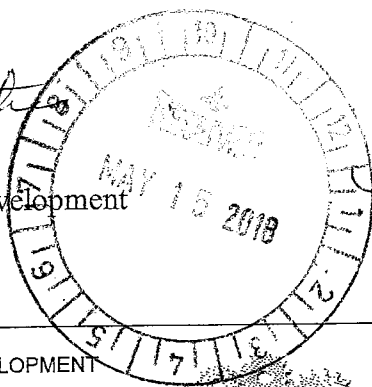
This Agreement will cover the period from September 1, 2017 to August 31, 2018, and we will receive a total of \$55,998.36 to provide these services. Please note that finalization of this contract was delayed due to a longer-than-expected negotiation.

Please forward the enclosed contract to the Oneida County Board of Legislators for consideration. If this Agreement meets with your approval, I respectfully request that you execute the same.

If you have any questions, please contact me at your convenience.

Sincerely,

David Mathis
 David Mathis, Director
 Oneida County Workforce Development



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

Anthony J. Picente, Jr.
 Anthony J. Picente, Jr.
 County Executive
 Date 5-15-18

ONEIDA COUNTY WORKFORCE DEVELOPMENT
 209 Elizabeth Street, Utica, NY 13501
 315-798-5908
 e-mail: dmathis@ocgov.net



"We are an equal opportunity employer/program.
 Auxiliary aids and services are available upon
 request to individuals with disabilities"

Oneida Co. Department: Workforce Development

Competing Proposal
Only Respondent
Sole Source RFP
Other (Revenue) X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Mohawk Valley Community College
1101 Sherman Drive, Utica, New York 13501

Title of Activity or Services: Grant Writing Specialist Services

Proposed Dates of Operations: September 1, 2017 through August 31, 2018

Client Population/Number to be Served: Employment-related grant preparation for WIOA-eligible enrollees.

Narrative Description of Proposed Services:

Through this contract the Grant Writing Specialist will research and identify relevant funding sources, disseminate funding source information to college representatives, prepare and submit proposals to meet institution priorities and goal, and serve as an active member of a grants strategic team. The Grant Writing Specialist provides timely advice and information on funding opportunities, requirements and procedures. The Grant Writing Specialist also serves as a liaison between Oneida County Workforce Development grant efforts and MVCC. The Grant Writing Specialist reports to the Associate Vice President in coordinating efforts. MVCC covers a portion of the Grant Writing Specialist's salary and fringe benefits for the 12 month period.

Total Funding: \$55,998.36

Mandated or Non-mandated: Non-mandated.

Proposed Funding Source: 100 % fully funded by Mohawk Valley Community College = \$55,998.36

Cost Per Client Served: N/A

Past performance Served: This program has proven to be a successful partnership between Oneida County Workforce Development and MVCC in helping to coordinate employment-related grants for eligible area job seekers.

**COUNTY OF ONEIDA
OFFICE OF WORKFORCE DEVELOPMENT**

MOHAWK VALLEY COMMUNITY COLLEGE

AGREEMENT FOR GRANT WRITING SPECIALIST SERVICES

PY-2017

MVCC-GW-17-1

REV. ACCT. # J2388

This Agreement for Grant Writing Specialist Services (hereinafter referred to as this "Agreement") is entered into by and between the Parties:

MOHAWK VALLEY COMMUNITY COLLEGE, a local education institution established in the County of Oneida of the State of New York, with its offices and principal place of business located at 1101 Sherman Drive, Utica, New York 13501 (hereinafter referred to as "MVCC"), and

The COUNTY of ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, through its OFFICE OF WORKFORCE DEVELOPMENT, a governmental employment and training agency with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501 (hereinafter referred to as "OCWD").

WITNESSETH

WHEREAS, MVCC desires to add additional Grant Writing Specialist services to its college functions; and

WHEREAS, MVCC desires to enter into an Agreement with OCWD to provide it with these services;

NOW THEREFORE, it is agreed by and between the Parties hereto as follows:

1. TERM. The term of this Agreement shall commence on September 1, 2017 and expire on August 31, 2018.
2. THE WORK. OCWD agrees to perform the activities described in the Program Narrative attached hereto and made a part of this Agreement as Exhibit A. Due to the nature of the work, i.e. grant proposals submitted on a competitive basis, OCWD makes no guarantee as to the funding approval and/or success of such proposals prepared by the Grant Writing Specialist under the terms of this Agreement.
3. COSTS. MVCC agrees to expend an amount up to, but not to exceed, FIFTY-FIVE THOUSAND, NINE HUNDRED NINETY-EIGHT AND 36/100 DOLLARS (\$55,998.36) to be paid for allowable costs incurred in the performance of this Agreement, such costs being delineated in the Budget Information Summary attached hereto and made a part of this Agreement as Exhibit B. Payments from MVCC to OCWD in consideration of OCWD's costs shall be made upon receipt of cost reports accompanying a standard voucher submitted each month to MVCC.
4. MODIFICATIONS. All modifications to the scope, purpose, budget, or costs must be made by written amendment to this Agreement and signed by both MVCC and OCWD.
5. ANTI-DISCRIMINATION. No person, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under this Agreement.
6. PERSONNEL. OCWD warrants and represents that OCWD's personnel will not hold themselves out as employees or agents of MVCC, nor seek to be treated as employees of MVCC for any purpose, including claims of entitlement to fringe benefits provided by MVCC, or for Workers' Compensation income, disability income, social security taxes or benefits, federal unemployment compensation taxes, state unemployment insurance benefits or federal income tax withholding at source.

7. RESERVATION. All powers not explicitly vested in OCWD by this Agreement remain with MVCC.

8. ADDENDUM. The Addendum - Standard Oneida County Conditions is attached hereto and made a part of this Agreement as Exhibit C.

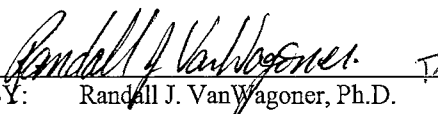
9. TERMINATION. Either MVCC or OCWD may terminate this Agreement without penalty upon two (2) weeks written notice of its intention to terminate, including a statement of specific grounds for the request for termination. Any termination is subject to the payment to OCWD of all reasonable costs expended to date of termination or refund by OCWD of unexpended and uncommitted funds advanced.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned, and the parties hereto have caused this Agreement to be executed by their duly authorized agents.

FOR: ONEIDA COUNTY

FOR: MOHAWK VALLEY
COMMUNITY COLLEGE

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


BY: Randall J. Van Wagoner, Ph.D.
President

5/2/18.

DATE

DATE

FOR: OCWD

BY: David Mathis
Director

DATE

Approved:

BY: Linda B. Lark, Esq.
Assistant County Attorney

DATE

EXHIBIT A
PROGRAM NARRATIVE

GRANT WRITING SPECIALIST SERVICES
MVCC GW-17-1 PY 2017

The County of Oneida, through its Office of Workforce Development (hereinafter "OCWD"), has been asked by Mohawk Valley Community College (hereinafter "MVCC") to continue to provide it with grant writing services for the period from 09/01/2017 to 08/31/2018.

Through this Agreement the Grant Writing Specialist will: research and identify relevant funding sources; disseminate funding source information to MVCC representatives; prepare and submit proposals to meet institution priorities and goals; serve as an active member of a grants strategic team; provide timely advice and information on funding opportunities, requirements and procedures; serve as a liaison between OCWD's grant efforts and MVCC; and perform related duties as the need arises. The Grant Writing Specialist will report to the Associate Vice President in coordinating efforts. MVCC will cover forty percent (40%) of the Grant Writing Specialist's salary for the 12-month period.

OCWD warrants and represents that for the purposes of this Agreement, the Grant Writing Specialist and any other OCWD personnel shall not hold themselves out as employees or agents of MVCC, or seek to be treated as employees of MVCC for any purpose, including claims of entitlement to fringe benefits provided by MVCC, or for Workers' Compensation income, disability income, social security taxes or benefits, federal unemployment compensation taxes, state unemployment insurance benefits or federal income tax withholding at source.

Due to the nature of the work, i.e. grant proposals submitted on a competitive basis, OCWD makes no guarantee as to the funding approval and/or success of such proposals prepared by the Grant Writing Specialist under the terms of this Agreement.

EXHIBIT C

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 2nd day of May, 2018, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of 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. CERTIFICATIONS 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:
- i. 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, an 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.
 - ii. 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.
 - iii. 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,
- i. 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 contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;

ii. 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:

i. 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 ongoing 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), above;
- D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. 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

- ii. 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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. 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;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

- viii. 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
 - ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. 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
 - iii. 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 any 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. WORKERS' 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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 (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including:

chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



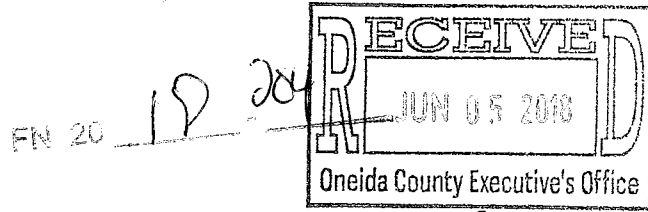
PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

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

June 1, 2018

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



HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

The Oneida County Health Department received a Childhood Lead Poisoning Prevention Program (CLPPP) Grant of \$406,155 for the New York State Fiscal Year 2017-18 from the New York State Department of Health. The bulk of these monies (\$392,655) were budgeted to pay Cornell Cooperation of Oneida County (CCE) as a contractor to implement the CLPPP. The balance (\$13,500) was budgeted to offset Oneida County Health Department salary costs associated with CLPPP.

The time reimbursable to Oneida County Health Department staff from the CLPPP grant has been less than anticipated. And, CCE has developed a video product that the Health Department desires to purchase for unrestricted use with other programs.

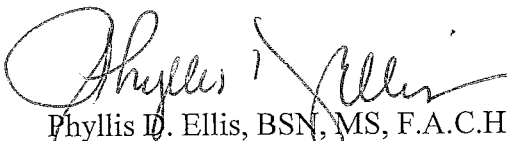
Therefore, the Health Department is requesting the following supplemental appropriation for the **2018** fiscal year

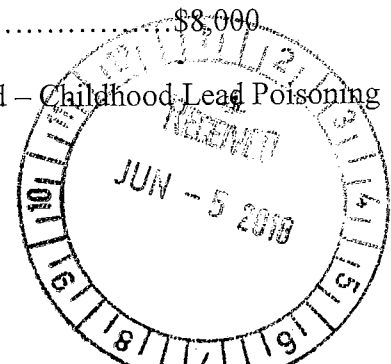
To: A4062.491 Other Materials & Supplies \$8,000

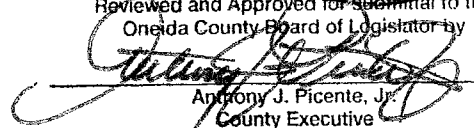
This appropriation will be supported by revenue in A3412 – State Aid – Childhood Lead Poisoning Prevention.

If you have any questions, please do not hesitate to contact me.

Sincerely,


Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health



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

Anthony J. Picente, Jr.
County Executive
Date 6-5-18

cc: T. Keeler, Director of Budget

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th 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

May 11, 2018

FN 20 18-205

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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

Attached are two (2) copies of a grant between Oneida County through its Health Department and the New York State Department of Health Integrated Cancer Services program.

This grant extension will allow for continued reimbursement to eligible uninsured, underinsured individuals in Oneida, Madison and Herkimer Counties to receive breast, cervical and colorectal services.

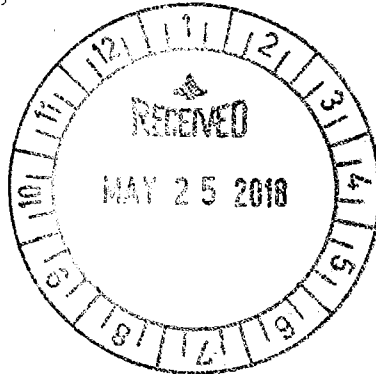
This is a multiyear agreement the current period being from April 1, 2018 to September 30/2018. Expected reimbursement is \$63,775 for the current period.

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

Sincerely,

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

CM



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

Anthony J. Picente, Jr.
County Executive

Date 5-24-18

Oneida Co. Department: Public Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Department of Health
Div. of Chronic Disease Prevention
Empire State Plaza corning Tower, Room 1025
Albany, New York 12237-0675

Title of Activity or Service: Cancer Screening Program

Proposed Dates of Operation: April 1, 2017 through September 30, 2018

Client Population/Number to be Served: Uninsured/Underinsured Oneida, Madison and
Herkimer County residents

Summary Statements

- 1) **Narrative Description of Proposed Services:**
This grant extension will allow continued reimbursement to eligible uninsured and underinsured individuals in Oneida, Madison and Herkimer Counties
- 2) **Program/Service Objectives and Outcomes:** Cancer screening to increase early detection of Breast, Cervical and Colorectal cancer
- 3) **Program Design and Staffing:** NA

Total Funding Requested: \$63,775.00

Expense Account: A4091

Revenue: A3451

Oneida County Dept. Funding Recommendation: \$63,775.00

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

100%

Cost Per Client Served: varies

Past Performance Data: N/A

O.C. Department Staff Comments: None



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

January 17, 2018

Anthony J. Picente Jr.
Oneida County Executive
Oneida County Department of Health

RE:

Project Name: *Integrated Breast, Cervical and Colorectal Cancer Screening Program*
Organization Name (as registered in SFS): Oneida County Department of Health
Contract Period: 7/1/2013 – 9/30/2018
Contract #: C028828
Budget Periods: 4/1/2017 – 3/31/2018 (Period 5)
4/1/2018 - 9/30/2018 (Period 6)

Dear Contractor:

Enclosed for your review and approval is the contract amendment to the clinical contract referenced above between your organization and the New York State Department of Health. Please review the attached documents as soon as possible and return the requested documents to the contact and address listed in this letter.

Please return the following documents:

- **State of NY Master Contract for Grants Face Page** – The appropriate official should sign page three under “Contractor”. Please submit **two** complete face page documents with original signature and completed notary. Contract documents must be one-sided.

Note: This transaction is required to extend your clinical contract thru 9/30/18.

Contractors are reminded to refer to the revised clinical allocations correspondence sent by canserv@health.ny.gov on December 21, 2017 to determine available state funding for the 12-month (4/1/17-3/31/18) and 6-month (4/1/18-9/30/18) periods. The funding allocated for the 4/1/17-9/30/18 period on the contract face page may be different than indicated in the letter received on 12/21/17. The value on the contract face page allows for flexibility to increase the original allocations as needed through the end of the contract period, 9/30/18. Contractors must not exceed the value indicated in the correspondence sent on 12/21/17 unless notified of an increase in writing.

To reduce delays in the processing of your contract amendment please ensure the following are up to date:

- **Vendor Responsibility for Contract Organization** – New York State Procurement Law requires that state agencies award contracts only to responsible vendors. The determination process starts with information disclosed by vendors through the Vendor Responsibility Questionnaire (VRQ) and is coupled with independent

research performed by the Department's vendor responsibility unit. Vendors are highly encouraged to file the required VRQ online via the New York State VendRep System. If applicable, please ensure that your VRQ http://www.osc.state.ny.us/vendrep/forms_vendor.htm is completed and certified online within the last 60 days.

- **New York State Charities Registration filing (if applicable) is current** <http://www.charitiesnys.com/home.jsp>
- **Registration and pre-qualification with the New York State Grants Gateway is complete** www.grantsreform.ny.gov. Questions about the Grants Reform process can be sent to helpdesk@agatesoftware.com.

A copy of your budget has been included in both PDF and Microsoft Excel formats. ***The PDF version is the official budget that will be advanced with your contract for execution.*** The Excel version has been included for your use. ***The last tab of the workbook is a Budget Statement and Report of Expenditures (BSROE) that must accompany your monthly Claim for Payment form.***

If there are objections to the contract language which preclude signing the contract, these objections must be stated in writing, to the contact listed below, along with the name of a contact person who can discuss the issues. When received, the objections will be reviewed and the contact person reached for discussion.

The signed contract should be returned within two weeks of the date of this letter to my attention at the following address:

New York State Department of Health
Division of Chronic Disease Prevention
ESP Corning Tower Room 1025
Albany, NY 12237

Please contact your regional manager with any questions.

Sincerely,
Catherine Headley
Director-Procurements and State Contracts
Fiscal Management Unit

Attachments:

Master Grant Contract Face Page
Attachment A-1 Agency and Program Specific Clauses
Attachment B – Budget
Attachment C – Work Plan
Attachment D – Payment and Reporting Schedule

cc: Heather LeBlanc
Erica Wade-Loop
Tammy Lopez
Amy Yost
Brian Hackel

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address)</p> <p>New York State Department of Health Division of Chronic Disease Prevention Empire State Plaza Corning Tower Room 1025 Albany, NY 12237-0675</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450000</p> <p>CONTRACT NUMBER: C028828</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County Of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Integrated Breast, Cervical and Colorectal Cancer Screening Program - CLINICAL</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Department of Health 800 Park Avenue Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: Art. 7-A, 15</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C028828

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 7/1/2013 To: 3/31/2018</p> <p>CURRENT CONTRACT PERIOD: From: 7/1/2013 To: 3/31/2018</p> <p>AMENDED TERM: From: 7/1/2013 To: 9/30/2018</p> <p>AMENDED PERIOD: From: 4/1/2017 To: 9/30/2018</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: \$1,041,669</p> <p>AMENDED: \$257,437</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	---

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	7/1/13 – 3/31/14	\$164,473	7/1/13 – 3/31/14	\$58,040
2	4/1/14 – 3/31/15	\$219,299	4/1/14 – 3/31/15	\$44,826
3	4/1/15 – 3/31/16	\$219,299	4/1/15 – 3/31/16	\$47,531
4	4/1/16 – 3/31/17	\$219,299	4/1/16 – 3/31/17	\$43,265
5	4/1/17 – 3/31/18	\$219,299	4/1/17 – 9/30/18	\$63,775

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Attachment A: | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions |
| | <input type="checkbox"/> A-2 Federally Funded Grants |
| <input checked="" type="checkbox"/> Attachment B: | <input type="checkbox"/> B-1 Expenditure Based Budget |
| | <input type="checkbox"/> B-2 Performance Based Budget |
| | <input type="checkbox"/> B-3 Capital Budget |
| | <input checked="" type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment) |
| | <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment) |
| | <input type="checkbox"/> B-3(A) Capital Budget (Amendment) |
| <input checked="" type="checkbox"/> Attachment C: Work Plan | |
| <input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule | |
| <input type="checkbox"/> Other: E-1 Workers' Compensation Insurance | |
| E-2 Disability Insurance | |

Contract Number: # C028828

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Oneida County Department of Health

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Department of Health

By: _____

Adrienne V. Mazeau

Printed Name

Title: Associate Director, Center for Community Health

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # C028828

Page 3 of 3

Master Grant Contract, Face Page

**ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES**

Part A. Agency Specific Clauses

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):

A. International Boycott Prohibition: In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

B. Prohibition on Purchase of Tropical Hardwoods:

1. 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.

2. 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.

C. 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.

D. 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

E. 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.

F. 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.

- G.** The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised,

which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:
 - a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national

origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-1 in the paper based contract:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-2 in the paper based contract:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. 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). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE *monthly* voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**Email:
New York State Department of Health
Riverview Center, Suite 350
150 Broadway
Albany, NY 12204**

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used

for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Margaret Casey

Title: Bureau Director

Address: Bureau of Community Chronic Disease Prevention
Riverview Center, Suite 350
150 Broadway
Albany, New York 12204

Telephone Number: (518) 408-5142

E-Mail Address: Margaret.casey@health.ny.gov

Vendor/Grantee

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part B. Program Specific Clauses

New York State Department of Health

Department of Health Program Name: Cancer Services Program

Initiative Name: Integrated Breast, Cervical and Colorectal Cancer Screening Program -
Component A – Upstate NY and Long Island

For Agreements Under Which Providers Receive Reimbursement from the State Contractors

- A. The CONTRACTOR shall obtain written approval of the CSP prior to publication or use of all materials, articles, documents, forms, papers, and similar materials whether electronic or paper form (Materials) developed under or in the course of performing this AGREEMENT. Any Materials developed by the CONTRACTOR under or in the course of performing this AGREEMENT must contain the following acknowledgement: “Funded by a grant from the New York State Department of Health, Bureau of Chronic Disease Control” and such Materials must include the Cancer Services Program logo. CONTRACTOR shall obtain prior written approval of the STATE for any publication or use of the Cancer Services Program logo, as per the Program’s Operations Manual (herein referred to as the CSP Operations Manual).

- B. The STATE routinely releases data to the CONTRACTOR in aggregate form to assist in the administration and improvement of the program. Any secondary release by the CONTRACTOR, its officers, employees, agents and subcontractors, of aggregate or individual-level data for any other purposes, including research, requires prior approval from the STATE, and potentially the New York State Department of Health Human Subjects Review Board.

- C. CONTRACTOR shall provide and require any subcontractors to provide, to the STATE information regarding prospective Providers of Screening and Diagnostic Services (herein referred to as “Providers”) as required by the STATE. The STATE agrees to inform the CONTRACTOR in writing as to whether the prospective Providers are acceptable to the STATE in a timely manner. The CONTRACTOR agrees to provide any information that may be required by the STATE to determine whether the Providers continue to satisfy the credentialing criteria established by the STATE. The CONTRACTOR agrees to solely use Providers that are acceptable to the STATE for services covered by the Cancer Services Program. If the CONTRACTOR is a licensed health care facility, nothing herein shall relieve CONTRACTOR of its legal responsibility for credentialing practitioners, including investigations prior to granting or renewing professional privileges consistent with Public Health Law section 2805-j and 2805-k.

- D. CONTRACTOR shall notify Providers that the STATE requires each participating Provider to maintain a current, unrestricted, valid license to practice their profession in the State of New York or to maintain a current valid license and have obtained prior written approval to participate in the program from the New York State Department of Health if the Provider possesses a current, valid restricted license. CONTRACTOR shall also notify Providers of all the requirements for participation in the Cancer Services Program.

- E. The CONTRACTOR shall notify the STATE of any provider with a restricted professional license seeking to participate in the program and shall not permit the provider to participate in the Program until the CONTRACTOR obtains prior written approval of the provider from the New York State Department of Health.

- F. CONTRACTOR agrees to directly provide screening and/or diagnostic services and agrees to the provisions of the Participating Provider Requirements as included in the CSP Operations Manual. If the CONTRACTOR is unable to directly provide services or, if the CONTRACTOR is a direct provider and supplements its provisions of services by agreements with other providers of screening and diagnostic services, the CONTRACTOR must enter into a written agreement for the provision of services with all Providers determined by the STATE to be acceptable for participation in the Cancer Services Program. The written agreement shall at a minimum include all of the requirements for Provider participation as set forth in the Participating Provider Requirements as included in the CSP Operations Manual and the Cancer Services Program Reimbursement schedule. The Operations Manual and Reimbursement Schedule are provided to all contractors annually and as revisions are made.

- G. The CONTRACTOR will reimburse such providers directly at regular intervals once clinical data has been accepted and approved on the PROGRAM data system, as set forth in the Participating Provider Requirements as included in the CSP Operations Manual.

- H. The CONTRACTOR is not responsible for determining the suitability of any potential Provider. Only the STATE may determine acceptability of any Provider for participation in the program hereunder.

- I. CONTRACTOR shall establish subcontract agreements, regardless of monetary compensation, for required partnership roles, as defined in the CSP Operations Manual, not directly fulfilled by the CONTRACTOR.

- J. CONTRACTOR shall maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the program. CONTRACTOR agrees to provide the STATE access to medical, including original mammograms, consents, business, personnel and/or financial records, and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.

- K. CONTRACTOR agrees to cooperate fully with the STATE's quality assurance efforts, including participating in discussions to explore reasons for unusual data patterns, and facilitating remediation of provider's clinical and/or data reporting deficiencies in a timely manner.

- L. The CONTRACTOR, its officers, employees, agents and subcontractors shall report to the STATE in a timely manner any complaints about the quality of care provided by a Provider. CONTRACTOR shall also notify all other entities dealing with any aspect of performance under this AGREEMENT of their duty to report complaints about a Provider.

- M. CONTRACTOR must obtain a signed New York State Department of Health Consent for Cancer Services Program Participation (CSP Consent) from each Cancer Services Program client participant, in addition to any other consents or authorizations the CONTRACTOR may obtain or which may be required by law to obtain. If the Cancer Services Program client has executed a CSP Consent with a Provider before CONTRACTOR has obtained a CSP Consent, the CONTRACTOR shall preferably obtain a copy of such CSP Consent from the Provider, or CONTRACTOR shall obtain a second signed CSP Consent from the client.

- N. Paragraphs A, J, and K of this Attachment A-1: Part B shall survive termination of the AGREEMENT

**ATTACHMENT B-1A - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013

To: 9/30/2018

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$0				\$0
b) Fringe	\$0				\$0
Subtotal	\$0	\$0		\$0	\$0
2. Non Personal Services					
a) Contractual Services	\$257,437		0.00%		\$257,437
b) Travel	\$0				\$0
c) Equipment	\$0				\$0
d) Space/Property & Utilities	\$0				\$0
e) Operating Expenses	\$0				\$0
f) Other	\$0				\$0
Subtotal	\$257,437	\$0	0.00%	\$0	\$257,437
TOTAL	\$257,437	\$0	0.00%	\$0	\$257,437

**ATTACHMENT B-1A - EXPENDITURE BASED BUDGET
SUMMARY**

POSITION TITLE	SALARY				NUMBER OF MONTHS FUNDED	TOTAL
	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED			
1.						\$ -
2.						\$ -
3.						\$ -
4.						\$ -
5.						\$ -
6.						\$ -
7.						\$ -
8.						\$ -
9.						\$ -
10.						\$ -
11.						\$ -
12.						\$ -
13.						\$ -
14.						\$ -
15.						\$ -
Subtotal						\$ -
FRINGE - TYPE/DESCRIPTION						
PERSONAL SERVICES TOTAL						\$ -

**ATTACHMENT B-1A - EXPENDITURE BASED BUDGET
SUMMARY**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1.	Reimbursement for clinical services provided to eligible clients as per the New York State Cancer Services Program Operations Manual. Reimbursement rates shall be updated annually on April 1 and shall be made available to the contractor via the New York State Cancer Services Program Operations Manual.	\$ 257,437
5.	7/1/2013 to 3/31/2014 =	\$58,040
6.	4/1/2014 to 3/31/2015 =	\$44,826
7.	4/1/2015 to 3/31/2016 =	\$47,531
8.	4/1/2016 to 3/31/2017 =	\$43,265
9.	4/1/2017 to 9/30/2018 =	\$63,775
10.		
TOTAL CONTRACT VALUE:		\$257,437
		TOTAL \$ 257,437

TRAVEL - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
TOTAL \$		-

**ATTACHMENT B-1A - EXPENDITURE BASED BUDGET
SUMMARY**

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	TOTAL \$	-

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
	TOTAL \$	-

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		

ATTACHMENT B-1A - EXPENDITURE BASED BUDGET

SUMMARY

5.	TOTAL	\$	-
----	--------------	-----------	----------

TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.		
2.		
3.		
4.		
5.		
	TOTAL	\$
		-

**ATTACHMENT B-1A - EXPENDITURE BASED BUDGET
SUMMARY**

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
	TOTAL	\$ -

OTHER - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
	TOTAL	\$ -

**ATTACHMENT B-1A - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Integrated Breast, Cervical, & Colorectal Cancer

CONTRACTOR SFS PAYEE NAME: Oneida County of

CONTRACT PERIOD: From: 7/1/2013

To: 9/30/2018

CATEGORY OF EXPENSE	BUDGETED	DETAILS
1. Personal Services		
a) Salary		
b) Fringe		
2. Non Personal Services		
a) Contractual Services		
1. Reimbursement for clinical services provided to eligible client	\$257,437	
b) Travel		
c) Equipment		
d) Space/Property & Utilities		
Rent		
Own		
Utilities		
e) Operating Expenses		
f) Other		
Non Personal Services Subtotal	\$257,437	
TOTAL	\$257,437	

BUDGET STATEMENT REPORT OF EXPENDITURES

PROJECT NAME: Integrated Brand, Campaign, & Collaborative Content
 CONTRACTOR/SRS PAYEE NAME: Omaha County, IA

CONTRACT #: _____ From: 7/1/2018 To: 6/30/2018
 CONTRACT PERIOD: _____ From: _____ To: _____
 EXPENDITURE REPORTING PERIOD: _____

CATEGORY OF EXPENSE	INCURRED BY / DETAILS	BUDGETED	EXPENDITURE PRIOR FISCAL YEAR	CURRENT PERIOD EXPENDITURE	EXPENDITURE TO DATE	BALANCE	NOTES
1. Personal Services							
1. Salary							
1.0		\$0			\$0.00	\$0.00	
2.0		\$0			\$0.00	\$0.00	
3.0		\$0			\$0.00	\$0.00	
4.0		\$0			\$0.00	\$0.00	
5.0		\$0			\$0.00	\$0.00	
6.0		\$0			\$0.00	\$0.00	
7.0		\$0			\$0.00	\$0.00	
8.0		\$0			\$0.00	\$0.00	
9.0		\$0			\$0.00	\$0.00	
10.0		\$0			\$0.00	\$0.00	
11.0		\$0			\$0.00	\$0.00	
12.0		\$0			\$0.00	\$0.00	
13.0		\$0			\$0.00	\$0.00	
14.0		\$0			\$0.00	\$0.00	
15.0		\$0			\$0.00	\$0.00	
16.0		\$0			\$0.00	\$0.00	
17.0		\$0			\$0.00	\$0.00	
18.0		\$0			\$0.00	\$0.00	
19.0		\$0			\$0.00	\$0.00	
20.0		\$0			\$0.00	\$0.00	
21.0		\$0			\$0.00	\$0.00	
22.0		\$0			\$0.00	\$0.00	
23.0		\$0			\$0.00	\$0.00	
24.0		\$0			\$0.00	\$0.00	
25.0		\$0			\$0.00	\$0.00	
26.0		\$0			\$0.00	\$0.00	
27.0		\$0			\$0.00	\$0.00	
28.0		\$0			\$0.00	\$0.00	
29.0		\$0			\$0.00	\$0.00	
30.0		\$0			\$0.00	\$0.00	
31.0		\$0			\$0.00	\$0.00	
32.0		\$0			\$0.00	\$0.00	
33.0		\$0			\$0.00	\$0.00	
34.0		\$0			\$0.00	\$0.00	
35.0		\$0			\$0.00	\$0.00	
36.0		\$0			\$0.00	\$0.00	
37.0		\$0			\$0.00	\$0.00	
38.0		\$0			\$0.00	\$0.00	
39.0		\$0			\$0.00	\$0.00	
40.0		\$0			\$0.00	\$0.00	
41.0		\$0			\$0.00	\$0.00	
42.0		\$0			\$0.00	\$0.00	
43.0		\$0			\$0.00	\$0.00	
44.0		\$0			\$0.00	\$0.00	
45.0		\$0			\$0.00	\$0.00	
46.0		\$0			\$0.00	\$0.00	
47.0		\$0			\$0.00	\$0.00	
48.0		\$0			\$0.00	\$0.00	
49.0		\$0			\$0.00	\$0.00	
50.0		\$0			\$0.00	\$0.00	
51.0		\$0			\$0.00	\$0.00	

BUDGET STATEMENT REPORT OF EXPENDITURES

PROJECT NAME: **Ingersoll Breast, Cervical, & Colorectal Cancer**
 CONTRACTOR SPS FATER NAME: **Qualia Contract of**

CONTRACT PERIOD: From: **7/1/2013** To: **3/31/2018**
 EXPENDITURE REPORTING PERIOD: From: **7/1/2013** To: **3/31/2018**

CATEGORY OF EXPENSE	INCIDENT(S) DETAILS	BUDGETED EXPENDITURE PERIOD	CURRENT PERIOD EXPENDITURES	EXPENDITURES TO DATE	BALANCE	NOTES
23.0		\$0		\$0.00	\$0.00	
23.0		\$0		\$0.00	\$0.00	
24.0		\$0		\$0.00	\$0.00	
25.0		\$0		\$0.00	\$0.00	
26.0		\$0		\$0.00	\$0.00	
27.0		\$0		\$0.00	\$0.00	
28.0		\$0		\$0.00	\$0.00	
29.0		\$0		\$0.00	\$0.00	
30.0		\$0		\$0.00	\$0.00	
b) Fringe		\$0	\$0.00	\$0.00	\$0.00	
31.0	Personal Services Subtotal	\$0	\$0.00	\$0.00	\$0.00	
32.0	Non Personal Services					
33.0	Contractual Service					
34.0	1. Reimbursement for critical services provided to eligible clients as per the New York State Charter	\$257,947		\$0.00	\$257,947.00	
35.0	2. Services Program Operations Manual. Reimbursement rates shall be updated annually on April 1	\$0		\$0.00	\$0.00	
36.0	3. and shall be made available to the contractor via the New York State Cancer Services Program	\$0		\$0.00	\$0.00	
37.0	4. Operations Manual	\$0		\$0.00	\$0.00	
38.0	5. 7/1/2013 to 3/31/2014 =	\$0		\$0.00	\$0.00	
39.0	6. 4/1/2014 to 3/31/2015 =	\$0		\$0.00	\$0.00	
40.0	7. 4/1/2015 to 3/31/2016 =	\$0		\$0.00	\$0.00	
41.0	8. 4/1/2016 to 3/31/2017 =	\$0		\$0.00	\$0.00	
42.0	9. 4/1/2017 to 3/31/2018 =	\$0		\$0.00	\$0.00	
43.0	10.0	\$0		\$0.00	\$0.00	
44.0	b) Travel					
45.0	1.0	\$0		\$0.00	\$0.00	
46.0	2.0	\$0		\$0.00	\$0.00	
47.0	3.0	\$0		\$0.00	\$0.00	
48.0	4.0	\$0		\$0.00	\$0.00	
49.0	5.0	\$0		\$0.00	\$0.00	
50.0	6.0	\$0		\$0.00	\$0.00	
51.0	7.0	\$0		\$0.00	\$0.00	
52.0	8.0	\$0		\$0.00	\$0.00	
53.0	9.0	\$0		\$0.00	\$0.00	
54.0	10.0	\$0		\$0.00	\$0.00	
55.0	c) Equipment					
56.0	1.0	\$0		\$0.00	\$0.00	
57.0	2.0	\$0		\$0.00	\$0.00	
58.0	3.0	\$0		\$0.00	\$0.00	
59.0	4.0	\$0		\$0.00	\$0.00	
60.0	5.0	\$0		\$0.00	\$0.00	
61.0	6.0	\$0		\$0.00	\$0.00	
62.0	7.0	\$0		\$0.00	\$0.00	
63.0	8.0	\$0		\$0.00	\$0.00	
64.0	9.0	\$0		\$0.00	\$0.00	
65.0	10.0	\$0		\$0.00	\$0.00	
66.0	d) Space/Property & Utilities					
67.0	Rent					
68.0	1.0	\$0		\$0.00	\$0.00	
69.0	2.0	\$0		\$0.00	\$0.00	
70.0	3.0	\$0		\$0.00	\$0.00	
71.0	4.0	\$0		\$0.00	\$0.00	
72.0	5.0	\$0		\$0.00	\$0.00	
73.0	Other					

BUDGET STATEMENT REPORT OF EXPENDITURES

PROJECT NAME: Intersected Branch, Cardinal & University Campus
 CONTRACTOR/SUB PAYEE NAME: Omaha County
 CONTRACT #: _____

CONTRACT PERIOD: From: 1/1/2011 To: 2/28/2011
 EXPENDITURE REPORTING PERIOD: From: _____ To: _____

CATEGORY OF EXPENSE	INCLUSIONS/DETAILS	BUDGETED	EXTENDING PERIOD	CURRENT PERIOD	ATTENDING BALANCE	NOTES
1.0		\$0			\$0.00	
2.0		\$0			\$0.00	
3.0		\$0			\$0.00	
4.0		\$0			\$0.00	
5.0		\$0			\$0.00	
Utilities						
1.0		\$0			\$0.00	
2.0		\$0			\$0.00	
3.0		\$0			\$0.00	
4.0		\$0			\$0.00	
5.0		\$0			\$0.00	
Operating Expenses						
1.0		\$0			\$0.00	
2.0		\$0			\$0.00	
3.0		\$0			\$0.00	
4.0		\$0			\$0.00	
5.0		\$0			\$0.00	
6.0		\$0			\$0.00	
7.0		\$0			\$0.00	
8.0		\$0			\$0.00	
9.0		\$0			\$0.00	
10.0		\$0			\$0.00	
11.0		\$0			\$0.00	
12.0		\$0			\$0.00	
13.0		\$0			\$0.00	
14.0		\$0			\$0.00	
15.0		\$0			\$0.00	
Other						
1.0		\$0			\$0.00	
2.0		\$0			\$0.00	
3.0		\$0			\$0.00	
4.0		\$0			\$0.00	
5.0		\$0			\$0.00	
6.0		\$0			\$0.00	
7.0		\$0			\$0.00	
8.0		\$0			\$0.00	
Non-Recurring Services Subtotal						
		\$257,437	\$0.00	\$0.00	\$0.00	\$257,437.00
TOTAL		\$257,437	\$0.00	\$0.00	\$0.00	\$257,437.00

Applicant Name: Oneida County of

<p>Clinical Services Work Plan 4/1/2017 – 9/30/2018</p>
<p>Reimbursement shall be made for clinical services provided to eligible clients per the New York State Cancer Services Program Operations Manual.</p>
<p>Reimbursement shall only be made for those allowable services as listed in the New York State Cancer Services Program Operations Manual.</p>
<p>Clinical and laboratory services will be reimbursed on a fixed-price, fee-for-service basis, per the Maximum Allowable Reimbursement Schedule (MARS) that is included in the New York State Cancer Services Program Operations Manual. The MARS may be adjusted periodically by the State to reflect changes to reimbursable services and/or fees based on federal and state mandates, national clinical practice guidelines and available funding.</p>
<p>The regional rates shall be at or below the New York State Regional Medicare rates as published annually by the United States Department of Health and Human Services.</p>
<p>Reimbursement rates shall be updated annually on April 1. The schedule of rates for each subsequent year shall be made available to the contractor via the New York State Cancer Services Program Operations Manual.</p>

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency 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. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of zero percent (0%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date 30 days from end of period
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

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

- Narrative/Qualitative 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 the Master Contract.

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

Anthony J. Picente Jr.
County Executive

Colleen-Fahy Box
Interim Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Phone (315) 798-5514 Fax (315) 793-6044

April 12, 2018

FN 20 18-200

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached for your review and approval is a Purchase of Service Agreement between the Oneida County Department of Social Services and the Trustees of the Masonic Hall and Asylum Fund a/k/a Masonic Care Community of New York for assisted living services.

Assisted living is for those individuals who are unable to be maintained in their homes due to increased personal care needs. This may include the need to have 24 hour supervision such as in the case of early onset of Alzheimer's or basic support services such as the need for assistance in administering one's medications. As our aging population continues to grow, so does the need for appropriate housing with supportive services within our communities. The Trustees of the Masonic Hall and Asylum Fund a/k/a Masonic Care Community of New York is able to provide 60 beds to meet this need.

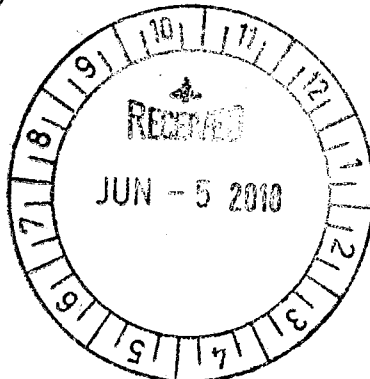
This Agreement commences upon execution and terminates on December 31, 2023. The vendor is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the County's Medicaid Cap.

If this Agreement meets with your approval please forward to the Board of Legislators for further action. Thank you for your consideration.

Sincerely,

Colleen Fahy Box
Colleen Fahy-Box
Interim Commissioner

CFB/vlc
attachment



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 6-5-18

29702

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Trustees of the Masonic Hall and Asylum Fund a/k/a Masonic
Care Community of New York
2150 Bleecker Street
Utica, New York 13501

Title of Activity or Services: Assisted Living Program

Proposed Dates of Operations: Upon Date of Execution

Client Population/Number to be Served: Eligible Medicaid Recipients

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Assisted Living provides prior approved medical services through the Oneida County Office of Continuing Care to individuals residing in Assisted Living Programs. Assisted Living is for those individuals who are unable to be maintained in their homes as they require 24 hour medical care or supervision.

2). Program/Service Objectives and Outcomes -

Assisted Living provides medical services with prior approval by the Office of Continuing Care to those individuals residing in assisted living programs. The medical services combined with assisted living strive to delay or alleviate the necessity for a higher level of care such as skilled nursing.

3). Program Design and Staffing Level -

Total Funding Requested:

Oneida County Dept. Funding Recommendation: Account #:A6102.495

Mandated or Non-mandated: Mandated Service

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

Federal	56 %
State	32 %
County	12 %

Cost Per Client Served: New York State establishes rates of service based on each client's medical needs.

Past performance Served: This is a new agreement for the Department.

O.C. Department Staff Comments: The Department Contracts with a variety of assisted living programs to allow for availability of needed services. Services are paid for directly by New York State through eMedNY. The Department's costs are included in the County's Medicaid Cap.

THIS AGREEMENT, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at 800 Park Avenue, Utica, New York 13501, through its Department of Social Services (hereinafter individually referred to as the “Department,” the Department and Oneida County shall be collectively referred to as the “County”), and Trustees of the Masonic Hall and Asylum Fund a/k/a Masonic Care Community of New York, a domestic not-for-profit corporation as defined in Section 102 (a)(5) of the Not-For-Profit Corporation Law, located at 2150 Bleecker Street, Utica, New York 13501 (hereinafter referred to as the “Provider”).

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the County of Oneida Assisted Living Program Services for Medical Assistance recipients under Title XIX of the Federal Social Security Act; and

WHEREAS, the Legislature of the State of New York has authorized the New York State Department of Health to approve Assisted Living Programs in accordance with Social Services Law (SSL) Section 461-1 and regulations promulgated in accordance with such Section at 18 NYCRR Section 485.6(n), Part 494 and Section 505.35; and

WHEREAS, the New York State Department of Health has approved the Provider’s application to become an Assisted Living Program and to provide such services to Medical Assistance recipients;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE COUNTY AND THE PROVIDER AS FOLLOWS:

A. TERM OF AGREEMENT:

1. This Agreement shall commence upon execution by both parties, and shall continue in full force and effect until December 31, 2023.
2. This Agreement may be terminated pursuant to one of the provisions contained in section “M” of this Agreement.

B. ELIGIBILITY AND PRIOR AUTHORIZATION FOR ASSISTED LIVING PROGRAM SERVICES:

1. The Department shall determine whether an applicant for Assisted Living Program Services is eligible for Medical Assistance.
2. The Provider shall arrange for the provision of Assisted Living Program Services to Medical Assistance recipients.
3. The Provider shall be responsible for assuring that each Assisted Living Program applicant or recipient is assessed or reassessed, as appropriate, to determine whether he or she meets the admission or retention standards set forth in 18 NYCRR Section 494.4. The Provider shall be

responsible for ensuring that such assessments or reassessments are forwarded to the Department as required by 18 NYCRR Sections 494.4(h)(3) and (4) and 505.35(h)(3) and (4).

4. The Provider shall be responsible for ensuring that Medical Assistance Services provided in the Assisted Living Program are furnished only to those Medical Assistance recipients who meet the eligibility requirements for the Assisted Living Program, as specified in 18 NYCRR Section 494.4 and with respect to whom the Department has prior authorized payment for Medical Assistance Services. The Provider shall comply with such other provisions of 18 NYCRR Sections 494.4(h) and 505.35 as well as any other provisions of the New York State Department of Health's regulations as are relevant to the provision of Assisted Living Program Services to Medical Assistance recipients participating in the Assisted Living program.
5. The Provider shall be responsible for ensuring that the Department is immediately notified when any Medical Assistance recipient to whom the Assisted Living Program Services have been furnished enters a hospital to receive in-patient care or enters a residential health care facility.
6. The Department shall determine, in accordance with 18 NYCRR Sections 505.35(h)(3), (4) and (5), whether to give prior authorization for Medical Assistance payment for Medical Assistance Services provided in the Assisted Living Program for each Assisted Living Program applicant or recipient who has been assessed or reassessed, as appropriate, for Assisted Living Program Services and whose assessment or reassessment has been forwarded to the Department for review.
7. When the Department conducts its own assessment or reassessment, as appropriate, of an Assisted Living Program applicant or recipient and disagrees with the Provider's assessment or reassessment, the Department shall forward its and the Provider's assessment or reassessment to the local professional director or designee in accordance with 18 NYCRR Section 505.35(h)(3)(iii) or 505.35(h)(5)(iii), as appropriate. The local professional director or designee is responsible for the final determination as to whether prior authorization for Medical Assistance payment should be given for the Assisted Living Program applicant or recipient.

C. ASSISTED LIVING PROGRAM SERVICES:

1. Assisted Living Program Services shall include the following:
 - a. Resident Services: As specified in 18 NYCRR Section 494.5(a), Resident Services shall include room, board, housekeeping, supervision, personal care (other than personal care services included in the Medical Assistance Program), case management and home health services.
 - b. Medical Assistance Services: As specified in 18 NYCRR Sections 494.5(b) and 505.35(h)(1), Medical Assistance Services shall include personal care services, home health aide services, personal emergency response services, nursing services, physical

therapy, occupational therapy, speech therapy, medical supplies and equipment not requiring prior approval, and adult day health care provided in a program approved by the Commissioner of Health.

2. Case Management:

- a. The Provider shall ensure that Case Management Services are provided to each Medical Assistance recipient with respect to whom the Department has given prior authorization for Medical Assistance payment for Assisted Living Program Services. Case Management Services shall be provided in accordance with 18NYCRR Sections 494.6(b) and 505.35(g) and shall include the following activities:
 - i. Receive referrals for Assisted Living Program Services and provide information about such services to Medical Assistance recipients referred to the Provider;
 - ii. Refer an Assisted Living Program applicant whom the Provider reasonably expects may be eligible for Medical Assistance to the Department;
 - iii. Permit access by a Medical Assistance recipient to his or her case records which the Provider maintains;
 - iv. Establish linkages to services provided by other community agencies, provide information about these services to Medical Assistance recipients and establish criteria for referring Medical Assistance recipients to these services;
 - v. To the maximum extent possible, achieve economic efficiencies, including but not limited to the use of shared aide consistent with the Provider's staffing standards;
 - vi. Arrange for the reduction or discontinuance of Medical Assistance Services provided to a recipient in the Assisted Living Program when the Provider or the Provider's delegate reassesses the recipient and determines that such services must be reduced or discontinued; and
 - vii. Arrange for the continuance of Medical Assistance Services provided to a recipient in the Assisted Living Program when the Provider or the Provider's delegate reassesses the recipient and determines that the recipient should be reauthorized for such services.
 - a. Notwithstanding the Provider's reassessment, the Department and the local professional director or designee may determine that the recipient's Medical Assistance Services must be discontinued, subject to the recipient's notice, fair hearing and aid-continuing rights.

D. TRAINING AND LICENSES:

1. The Provider shall ensure that each employee who provides Personal Care Services to Medical Assistance recipients has successfully completed the training requirements for Personal Care Services specified in 18 NYCRR Section 505.14(e). The Provider will ensure that each employee or other person who provides any other service to Medical Assistance recipients has successfully completed the appropriate training, licensing or similar requirement for such service as may be specified by the New York State Department of Health's regulations, the New York State Education Department, or by any other provision of State law or regulation.
2. The Provider shall ensure that documentation is maintained in each employee's personnel record to establish that the employee has successfully completed any required training, licensing or similar requirement.
3. Provider shall not be required to attend or undergo any training by the Department. Provider shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Assisted Living Program Services described herein, and shall be solely responsible for the cost of the same.

E. PAYMENTS

1. Payment for the Residential component of the Assisted Living Program shall be made as follows:
 - a. When an Assisted Living Program recipient is eligible for Supplemental Security Income (SSI) benefits, the Provider shall charge the recipient for the residential component of the Provider's Assisted Living Program Services. However, the Provider shall not charge the recipient an amount that exceeds the SSI Congregate Care Level III rate.
 - b. When an Assisted Living Program recipient is not eligible for SSI benefits and is eligible for Medical Assistance only after incurring expenses equal to or greater than his/her excess income amount, as determined in accordance with the New York State Department of Health's regulations at 18 NYCRR Part 360, the Provider shall charge the recipient for the residential component of the Provider's Assisted Living Program Services. However, the Provider shall not charge the recipient an amount that exceeds the SSI Congregate Care Level III rate.
2. Payment for the Medical Assistance component of the Assisted Living Program shall be made as follows:
 - a. The Department is responsible for prior authorization of Medical Assistance payment to the Provider for Medical Assistance Services specified in Section C, paragraph 1(b) of this Agreement and in 18 NYCRR Sections 494.5(b) and 505.35(h)(1).
 - b. Medical Assistance payment shall be made at the capitated rate established in accordance with New York State Department of Health regulations at 10 NYCRR Section 86-7. The

Provider understands and agrees that such capitated rates are determined on an individual basis for each Medical Assistance recipient who participates in an Assisted Living Program and that the capitated rates may increase or decrease during the term of this Agreement. Such capitated rate is payment-in-full for the Medical Assistance Services, as specified in Section C, paragraph 1(b) of this Agreement, provided to Assisted Living Program recipients.

- c. Payment shall continue to be made to the Provider at the capitated rate when a Medical Assistance recipient who is an Assisted Living Program resident is absent from the Assisted Living Program in order to visit friends or relatives if:
 - i. The recipient has resided in the Assisted Living Program for at least 30 days;
 - ii. The Assisted Living Program obtains a statement from the recipient's physician approving of the absence;
 - iii. The Assisted Living Program can ensure that the recipient's health care needs will be met during his or her absence;
 - iv. The visit is limited to two (2) days duration for any single absence;
 - v. The Assisted Living Program obtains prior authorization from the Department if the recipient's total days of absence exceed more than ten (10) days in a twelve (12) month period;
 - vi. The Assisted Living Program assumes fiscal responsibility for the provision of any home care services included in the Medical Assistance home care services rate that are required by the recipient during his or her absence which the family member or friend is unable or unwilling to provide;
 - vii. The Assisted Living Program documents all absences as required by the New York State Department of Health. This documentation must be maintained in the recipient's record and a copy of the designated form must also be included in the recipient's/resident's transfer records when he or she is transferred to another Assisted Living Program.
3. No payment shall be made under this Agreement when a Medical Assistance recipient, to whom the Provider furnishes Assisted Living Program Services, enters a hospital to receive in-patient care or enters a Residential Health Care Facility, nor shall payment be made under this Agreement for any Medical Assistance Services provided to Assisted Living Program recipients with respect to whom the Department has not provided prior authorization of payment for such Assisted Living Program Services.

4. The Provider shall ensure that Medical Assistance Services for any Assisted Living Program recipient are not discontinued solely because the costs of such Medical Assistance Services exceed the amount of the capitated payment rate.

F. NOTICE AND FAIR HEARINGS:

1. The Department shall notify Medical Assistance recipients of their right to a fair hearing to appeal the Department's determination regarding their eligibility for Medical Assistance Services provided in the Assisted Living Program. The Department shall provide such notices in the following circumstances:
 - a. When the Provider determines that an Assisted Living Program applicant is eligible for Assisted Living Program Services, however, the Department and the local professional director or designee determine, in accordance with 18 NYCRR Section 505.35(h)(3)(iii), that Medical Assistance Services provided in the Assisted Living Program must be denied to the Assisted Living Program applicant; and
 - b. When the Provider determines that an Assisted Living Program recipient is eligible to continue to receive Assisted Living Program Services, however the Department and the local professional director or designee determine, in accordance with 18 NYCRR Section 505.35(h)(5)(iii), that Medical Assistance Services provided in the Assisted Living Program must be discontinued to the Assisted Living Program recipient.
2. The Department shall notify Medical Assistance recipients of their right to a fair hearing by using notices developed and required by the New York State Department of Health.
3. The Provider shall participate in fair hearings when determined necessary by the Department or New York State Department of Health.

G. QUALITY OF SERVICE:

1. This Agreement does not diminish the Provider's responsibility for maintaining the quality and adequacy of Assisted Living Program Services. The Provider shall be responsible for the following:
 - a. Ensuring that Assisted Living Program Services provided in accordance with this Agreement comply with Social Services Law Sections 367-h and 461-1; 18 NYCRR Part 494 and Section 505.35; and any other applicable provision of state or federal law or regulation;
 - b. Ensuring the quality of Assisted Living Program Services provided by the Provider or any entity with which the Provider has a subcontract for the provision of Assisted Living Program Services;

- c. Ensuring compliance with the plans of care the Provider establishes for Assisted Living Program recipients.

H. PERFORMANCE OF SERVICES:

1. The Provider represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Assisted Living Program Services. The Provider shall use its best efforts to perform the Assisted Living Program Services such that the results are satisfactory to the County. The Provider shall be solely responsible for determining the method, details and means of performing the Assisted Living Program Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
2. The Provider may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as Provider deems necessary to perform the Assisted Living Program Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Provider shall be solely responsible and shall remain liable for the performance of the Assisted Living Program Services by the Assistants in a manner satisfactory to the County, and in compliance with any and all applicable federal, state or local laws and regulations. The Provider shall expressly advise the Assistants of the terms of this Agreement.
3. The Provider acknowledges and agrees that it and its Assistants have no authority to enter into contracts that bind the County or to create obligations on the part of the County without the prior written authorization of the County.
4. The Provider shall inform the Department within twenty-four (24) hours if it is unable or unwilling to perform Assisted Living Program Services pursuant to this Agreement. The Provider maintains the right to do so at any time, and the County maintains the right to contract with other individuals or entities to perform the same Assisted Living Program Services.

I. PROVIDER AS INDEPENDENT CONTRACTOR:

1. It is expressly agreed that the relationship of the Provider and its Assistants to the County shall be that of Independent Contractors. The Provider's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Provider, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

2. The Provider warrants and represents that it is in the business of offering the same or similar Assisted Living Program Services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Provider and the County agree that Provider is free to undertake other work arrangements during the term of this Agreement, and may continue to make its Assisted Living Program Services available to the public.
3. The Provider and its Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
4. The Provider acknowledges and agrees that neither Provider, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
5. The Provider shall be solely responsible for applicable taxes for all compensation paid to Provider or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for Assisted Living Program Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Provider shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
6. The Provider shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider's or its Assistants' Independent Contractor status, it is agreed that both the County and the Provider shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
8. The Provider shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

J. INSURANCE AND INDEMNIFICATION:

1. The Provider shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- a. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. Abuse and Molestation coverage must be included.
 - iii. Oneida County, and all other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Coverage for the additional insureds shall include completed operations.
- b. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.
 - i. Coverage for review of cases and resulting professional assessment.
 - ii. Coverage for Abuse and Molestation.
- c. Automobile Liability
 - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
 - iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
- d. Commercial Umbrella / Excess Coverage
 - i. Umbrella / Excess limits must be at least \$2,000,000 per occurrence and \$2,000,000 aggregate.
 - ii. Umbrella / Excess coverage must include as additional insureds all entities that are additional insureds on the CGL.

iii. Umbrella / Excess coverage for the additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

e. Workers' Compensation and Employer's Liability

i. Statutory limits apply.

2. Waiver of Subrogation: The Provider waives all rights against Oneida County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, Automobile Liability, Umbrella Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
3. Certificates of Insurance: Prior to the start of any work the Provider shall provide certificates of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Provider's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Oneida County.
4. Indemnification: The Provider agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, 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 negligent performance of Assisted Living Program Services by the Provider and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Provider and its sub-consultants or failure on the part of the Provider and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

K. PROVIDER'S RECORDKEEPING RESPONSIBILITIES:

1. The Provider shall complete and maintain all required employee payroll records.
2. The Provider shall maintain records and accounting procedures that properly reflect all direct and indirect costs expended in the performance of this Agreement. The Provider shall collect and maintain all fiscal and program statistical records or other documentation as required by the Department or the New York State Department of Health.
3. At all times during this Agreement and for six (6) years after final payment in accordance with this Agreement, the Provider shall provide all authorized representatives of the Department, the New York State Department of Health, and the state or federal government with full access to all

records relating to the Provider's performance under, or funds payable pursuant to, this Agreement for the purpose of examining, auditing or copying such records.

4. The Provider shall comply with all applicable federal and state requirements governing the confidentiality of information relating to Medical Assistance recipients including, but not limited to, Section 1902(a)(7) of the Social Security Act and Social Services Law Section 369, the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act and implementing regulations at 45 CFR Parts 160 and 164, and any regulations promulgated in accordance with federal and state statutory provision, and with 18 NYCRR Section 360-8.1. The Provider and the Department shall execute the Federal Health Insurance Portability and Accountability Act Business Associate Agreement Governing Privacy and Security, Appendix A to this Agreement.
5. The Provider shall maintain all records and other documents relating to payment for, or the provision of, Medical Assistance Services provided in the Assisted Living Program to Medical Assistance recipients under this Agreement for six (6) years after the Provider receives Medical Assistance payment for such services.
6. The Provider shall be responsible for ensuring that the provisions of subdivision (1) through (5) of this section apply to any subcontract related to performance under this Agreement.

L. NOTICE OF PROVIDER'S SUBCONTRACTS OR OTHER AGREEMENTS:

1. The Provider shall notify the Department of any affiliated agencies with which it has direct or indirect agreements, subcontracts for services, or any other arrangement under which the amounts the Provider receives as payment for Medical Assistance Services provided in the Assisted Living Program are shared among or transferred between the Provider and any other entity.

M. TERMINATION OF AGREEMENT:

1. The Department shall have the right to terminate this Agreement under the following conditions:
 - a. Upon receipt of notification that Federal and/or State Medical Assistance reimbursement is not available for Medical Assistance Services provided in the Assisted Living Program;
 - b. The New York State Department of Health has revoked the Provider's authority to provide an Assisted Living Program;
 - c. The Department has determined that each of the Medical Assistance recipients to whom the Provider has been furnishing services is no longer eligible for Medical Assistance;
 - d. The Department has determined that an emergency exists that could jeopardize the health, safety or welfare of Medical Assistance recipients to whom the Provider furnishes services;

- e. The Provider fails to perform its obligations pursuant to this Agreement;
 - f. Violation by the Provider of any of the material terms of this Agreement or participation in Medical Assistance fraud; and/or
 - g. The Department may terminate this Agreement for the reasons specified in Appendix B attached to this Agreement.
2. The Provider shall terminate this Agreement when the Provider voluntarily chooses to surrender its license as an Assisted Living Program.
 3. The Provider may terminate this Agreement when:
 - a. The New York State Department of Health revises the requirements for the Provider's provision of Assisted Living Program Services and the Provider reasonably finds these requirements unacceptable; or
 - b. As otherwise specified in Appendix B attached to this Agreement.
 4. By Mutual Agreement. This Agreement may be terminated by the mutual agreement of the Department and the Provider.

N. CLOSE-OUT PROCEDURES:

1. Upon termination of this Agreement, the Provider shall comply with all New York State Department of Health and Department close-out procedures, including, but not limited to the following:
 - a. Within five (5) business days after this Agreement terminates, the Provider shall transfer to the Department, or the Department's designee, a copy of the Provider's records pertaining to all Medical Assistance recipients to whom the Provider has previously furnished, or is currently furnishing, Assisted Living Program Services.
 - b. Within thirty (30) calendar days after this Agreement terminates, the Provider shall notify the Department in writing of all obligations relating to this Agreement that the Provider necessarily incurred before the date this Agreement terminated and that came due after such date. The Department shall authorize payment to the Provider in accordance with this Agreement for such obligations. The Department shall not authorize payment to the Provider for any obligations that the Provider incurs and pays after this Agreement terminates.

- c. Within thirty (30) calendar days after this Agreement terminates, the Provider shall account for and refund to the Department any overpayments or excess funds paid to the Provider pursuant to this Agreement.
- d. Within ninety (90) calendar days after this Agreement terminates, the Provider shall submit to the Department a final report, completed by a certified public accountant, of the Provider's receipts and expenditure of funds pursuant to this Agreement.

O. EMPLOYMENT PRACTICES:

1. The Provider shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin; the implementing regulations prescribed by the Federal Secretary of Labor at 41 Code of Federal Regulations (CFR), Part 60; and the Federal Regulations contained in 45 CFR Part 84, entitled "Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance."

P. AGREEMENT TO RENEGOTIATE:

1. The parties may renegotiate this Agreement in the event that the New York State Department of Health issues new or revised requirements for the provision of Assisted Living Program Services and the parties determine that renegotiation is necessary to comply with such revised requirements. Any renegotiated agreement is subject to review and approval of the County and the New York State Department of Health.

Q. AMENDMENT OF AGREEMENT:

1. This Agreement may be amended whenever determined necessary by the Department and the Provider; however, such amendments will not be effective until approved by the County and the New York State Department of Health.
2. The Department and/or the parties must submit all proposed amendments to the New York State Department of Health for review.
3. All amendments must be in writing, duly signed by all parties, and be annexed to this Agreement.

R. LOCAL VARIATIONS:

1. Local variations to this Agreement, if any, are set forth in Appendix B, which is attached to and made a part of this Agreement. Such local variations shall be effective only if the New York State Department of Health has approved them, in writing, and if the terms and form of such variations do not conflict with the contents of this Agreement.

S. EXPENSES:

1. The Provider is solely responsible for paying all of its business expenses related to furnishing the Assisted Living Program Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

T. CHOICE OF VENUE:

1. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or the United States District Court for the Northern District of New York.

U. ENTIRE AGREEMENT:

1. This Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitutes 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.
2. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the parties sought to be bound.

V. ADVICE OF COUNSEL:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated opposite their respective signature.

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., County Executive

Approved: _____

Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Colleen Fahy-Box, Interim Commissioner

Date: _____

Trustees of the Masonic Hall and Asylum Fund a/k/a Masonic Care Community of New York:

Robert Raffle, Executive Director

MedNY ID #: _____

Appendix A
Federal Health Insurance Portability and Accountability Act
Business Associate Agreement (Agreement) Governing Privacy and Security

- I. Definitions. For purposes of this Agreement:
- a) "Business Associate" shall mean Trustees of the Masonic Hall and Asylum Fund a/k/a Masonic Care Community of New York Assisted Living Program.
 - b) "Covered Program" shall mean Oneida County and the Oneida County Department of Social Services.
 - c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
- a) Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
 - b) Business Associate shall use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - c) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
 - d) Business Associate shall report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
 - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 5. Contact procedures for Covered Program to ask questions or learn additional information.
- e) Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Program agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
 - f) Business Associate shall provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
 - g) Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
 - h) Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
 - i) Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
 - j) Business Associate shall provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to comply with 45 CFR § 164.528.

- k) Business Associate shall comply with the security standards for the protection of electronic protected health information in 45 CFR § 164.308, 45 CFR § 164.310, 45 CFR § 164.312 and 45 CFR § 164.316.

III. Permitted Uses and Disclosures by Business Associate:

- a) Except as otherwise limited in this Agreement, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this Agreement.
- b) Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
- c) Business Associate may disclose Protected Health Information as Required by Law.

IV. Term and Termination

- a) This Agreement shall be effective for the term as specified in the Agreement between Business Associate and Covered Program to which this is annexed, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix.
- b) Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this Agreement if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- c) Effect of Termination.
 - 1. Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that

make return or destruction infeasible. Upon mutual Agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- a) Any violation of this Agreement may cause irreparable harm to the Covered Program. Therefore, the Covered Program may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- b) Business Associate shall indemnify and hold the Covered Program harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this Agreement. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the Covered Program from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Covered Program.

VI. Miscellaneous

- a) Regulatory References. A reference in this Agreement to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- b) Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- c) Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix to this Agreement shall survive the termination of this Agreement.

- d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- e) HIV/AIDS. If HIV/AIDS information is to be disclosed under this Agreement, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F

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 local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants 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, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving

fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of 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 (3) 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 AGREEMENT, 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 AGREEMENT 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 AGREEMENT. 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 this 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 this 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 herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT 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 (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. 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 AGREEMENT 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 (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) 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 AGREEMENT. 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, the Department may require as a condition precedent to entering into this AGREEMENT 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 AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, 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 AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida 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 OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local 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, the Department will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any 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 an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor 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 NYSDDS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor 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 Contractor's, or its subcontractor'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 any of the Contractor's 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, 4th 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 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 AGREEMENT period or deem this AGREEMENT 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 this AGREEMENT. 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 AGREEMENT 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. If the Department should determine that the Contractor 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 this AGREEMENT;
- Suspension of Payments;
- Termination of this AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of this 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 this 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 the sole discretion of 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;
- A 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 the 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 insurance 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 the 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 this AGREEMENT, 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 this AGREEMENT, 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 this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

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 this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (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 Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

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

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

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

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. 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.

Trustees of the Masonic Hall and Asylum Fund a/k/a Masonic Care Community of New York

NAME OF CONTRACTED AGENCY

Robert Raffle, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

ADDENDUM -- STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 2018, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of 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. CERTIFICATIONS 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:
 - i. No federally 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, an 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.
 - ii. 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.
 - iii. 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,
 - i. 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 contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;
- ii. 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:
 - i. 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 ongoing 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), above;
- D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, with respect to any employee who is so convicted;
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.
- ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. 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

- ii. 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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. 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;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. 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
 - ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. 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
 - iii. 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 any 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. WORKERS' 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii)

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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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 (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Interim Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

FN 20 18-207

May 4, 2018

HEALTH & HUMAN SERVICES
WAYS & MEANS

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

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

Anthony J. Picente Jr.
County Executive

Date 6-8-18

Dear Mr. Picente:

Attached for your review and approval is a Purchase of Service Agreement between the Oneida County Department of Social Services and CNY Helpers, LLC to provide services as a Consumer Directed Personal Assistance Program (CDPAP) Provider.

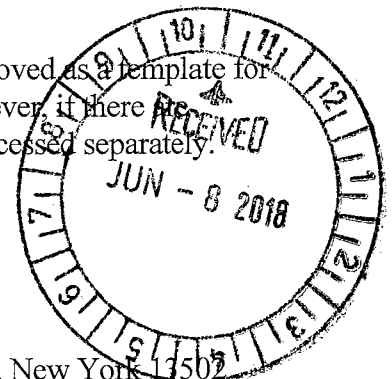
CDPAP is a statewide Medicaid program that allows eligible individuals deemed “self-directing” to direct their own care by selecting and training their own personal caregiver/assistant. The CDPAP Provider Agency will assume the role of fiscal intermediary and act as the paymaster of record for the Consumer Directed Personal Assistant. The CDPAP Provider Agency will provide local assistance, quality assurance and facilitate peer support, including the establishment of an advisory committee for the purpose of program review and support. The CDPAP Provider Agency will work closely with the Department in all phases of the delivery of CDPAP to be provided under this agreement.

The term of this Agreement runs from June 1, 2018 through May 31, 2021 and is paid directly by New York State through eMedNY; the local cost of this service is included in Oneida County’s Medicaid Cap.

I am respectfully requesting that this Purchase of Service Agreement be approved as a template for the five CDPAP Provider Agencies that Oneida County contracts with; however, if there are concerns with any individual institution, that agency may be omitted and processed separately.


The following is a list of the five CDPAP Provider Agencies:

- Plan it Staffing, 2614 Genesee Street, Utica, New York 13502
- CNY Helpers LLC, 28 Church Street, Camden, New York 13316
- Resource Center for Independent Living, 409 Columbia Street, Utica, New York 13502
- Self-Direct Inc., 12 Oswego Street, Baldwinsville, New York 13027
- Glidedowan, LLC, 150 Clinton Ave N., Rochester, New York 14604-1148



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

Sincerely,


Colleen Fahy-Box
Interim Commissioner

CFB/vlc
attachment

53200

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

CNY Helpers, LLC
28 Church Street
Camden, New York 13316

Title of Activity or Services: Consumer Directed Personal Assistance Program

Proposed Dates of Operations: June 1, 2018 through May 31, 2021

Client Population/Number to be Served: Chronically ill or physically disabled individuals.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

The Agency will assume the role of fiscal intermediary and act as the paymaster of record for the Consumer Directed Personal Assistant. The CDPAP Provider Agency will provide local assistance, quality assurance, and facilitate peer support, including the establishment of an advisory committee for the purpose of program review and support. The CDPAP Provider Agency will work closely with the Department in all phases of the delivery of CDPAP to be provided under this agreement.

2). Program/Service Objectives and Outcomes -

- This Medicaid program provides services to chronically ill or physically disabled individuals who have a medical need for help with activities of daily living (ADLs) or skilled nursing services.
- Services can include any of the services provided by a personal care aide (home attendant), home health aide, or nurse.
- Consumers have flexibility and freedom in choosing their caregivers.
- The consumer or the person acting on the consumer's behalf (such as the parent of a disabled or chronically ill child) assumes full responsibility for hiring, training, supervising, and – if need be – terminating the employment of persons providing the services.

3). Program Design and Staffing Level - N/A

Total Funding Requested: Rates approved by New York State.

Mandated or Non-Mandated - Mandated Service

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: Rates approved by New York State and vary according to level of care.

Past Performance Served: This Contractor is paid directly by New York State through eMedNY and the cost to the Department is included in the County's Medicaid cap.

O.C. Department Staff Comments:

The Department requests that this Purchase of Service Agreement be approved as a template for the five CDPAP Provider Agencies that Oneida County contracts with; however, if there are concerns with any individual institution, that agency may be omitted and processed separately.

The following is a list of the five CDPAP Provider Agencies:

- Plan it Staffing, 2614 Genesee Street, Utica, New York 13502
- CNY Helpers LLC, 28 Church Street, Camden, New York 13316
- Resource Center for Independent Living, 409 Columbia Street, Utica, New York 13502
- Self-Direct Inc., 12 Oswego Street, Baldwinsville, New York 13027
- Glidedowan, LLC, 150 Clinton Ave N., Rochester, New York 14604-1148

AGREEMENT

THIS AGREEMENT, is hereby entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, through its Department Social Services (hereinafter collectively referred to as the "Department"), and CNY Helpers, LLC, a limited liability company organized and existing under the laws of the State of New York, with offices located 28 Church Street, Camden, New York 13316 (hereinafter referred to as the "CDPAP Provider Agency").

WITNESSETH

WHEREAS, in accordance with Sections 365-f and 367-p (c) of the Social Services Law, the parties seek to enable Medicaid recipients (the "Consumer") to utilize the Consumer Directed Personal Assistance Program ("CDPAP"). The CDPAP Provider Agency will provide services for the local Department of Social Services;

NOW, THEREFORE, the parties hereby agree as follows:

A. Responsibilities of the CDPAP Provider Agency:

1. The CDPAP Provider Agency shall assume the role of fiscal intermediary and act as the paymaster of record for the Consumer Directed Personal Assistant (the "CDPA").
2. The CDPAP Provider Agency shall provide local assistance, quality assurance, and facilitate peer support, including the establishment of an advisory committee for the purpose of program review and support.
3. The CDPAP Provider Agency shall work closely with the Department in all phases of the delivery of CDPAP to be provided under this Agreement.
4. Upon the completion of the rate approval process by the New York State Department of Health, The CDPAP Provider Agency shall undertake the following:
 - a. Process the payroll for each CDPA, including withholdings for federal, state and local income tax and Social Security ("FICA") and act as the employer of record for FICA.
 - b. Monitor the completion of the required annual CDPA health assessment and all required employment documents.
 - c. Act as the employer of record for insurance, unemployment, and workers' compensation benefits.
 - d. Coordinate annual leave, health insurance, and other benefit programs for each CDPA.
 - e. Distribute paychecks to each CDPA.
 - f. Monitor the completion of the required nursing assessment forms and the Consumer agreement outlining responsibilities assumed thereby.
5. Assist the Consumer with recruitment and service coverage referrals and provide informational support for training, supervision, advocacy, and personal management.
6. Monitor the Consumer's ability to meet contractual obligations.

7. Provide local support to the Consumer by coordinating payroll distribution, the distribution of forms, and the collection of information.
8. Maintain a personnel record for each CDPA which shall include, at a minimum, the original and a copy of enrollment forms, the annual CDPA worker health assessments, and the information needed for payroll processing and benefit administration.
9. Maintain a Consumer record, which shall include the original and a copy of the following documents: the Department's approval/referral, the Department's service authorizations, the agreement signed by the Consumer outlining the responsibilities the Consumer has assumed, the periodic nursing assessments, and other documentation of the CDPAP Provider Agency's effort to monitor the Consumer's ability to meet its obligations.
10. Coordinate access to health facilities capable of providing the required annual CDPA health assessment and other health related program requirements.
11. Establish an advisory committee which shall consist of disabled Consumers, advocates and/or other interested parties. The committee will oversee quality assurance of this Agreement and provide the Department and the CDPAP Provider Agency with assistance and support, which may include peer counseling, referral and program monitoring.
12. Provide the Department with monthly statistical reports in the manner and form determined by the Department to be necessary and appropriate, to permit the proper documentation of the growth of the CDPAP and the level of savings achieved as a result of this Agreement.
13. The CDPAP Provider Agency shall adhere to all requirements of being a Medicaid Provider which are outlined in the New York State Medicaid Provider Manual.
14. Medicaid eligibility of the Consumer shall be verified by the CDPAP Provider Agency prior to services being performed.
 - a. A CDPAP Provider Agency not verifying eligibility prior to the provision of services will risk the possibility of nonpayment for those services, as the Department shall not be responsible for payment of services rendered to individuals not eligible for Medicaid at the time the service is rendered.
 - b. As a Medicaid Provider, the CDPAP Provider Agency shall verify eligible recipients through the New York State Medicaid Eligibility Verification and Dispensing Validation System (Provider Manual can be located through the internet at the following site:

https://www.emedny.org/ProviderManuals/AllProviders/PDFS/Informationfor_Al1_Providers; or by calling the eMedNY call center at (800) 343-9000).

B. Responsibilities of the Consumer: Although the Consumer is not a party to this Agreement, the Consumer and/or the Consumer's designated representative shall undertake the following and the Consumer shall be required to execute a separate agreement confirming his/her responsibilities as enumerated below:

1. Recruit, interview, hire, train, supervise, schedule, and terminate the CDPA.
2. Provide equal employment opportunities as specified in the Consumer's agreement with the CDPAP Provider Agency and the Employment/Wage Agreement, which are signed by both the Consumer and the CDPA.

3. Inform the CDPAP Provider Agency and the Department of any change in the Consumer's status; including but not limited to, address, telephone number or hospitalization.
4. Inform the CDPAP Provider Agency of any change in the CDPA status; including but not limited to, names, addresses, telephone numbers and hours worked.
5. Inform the Department of any change in CDPA status, including but not limited to names, addresses, and telephone numbers.
6. Process the required paperwork for the CDPAP Provider Agency including time sheets, annual CDPA health assessments, and required employment documents.
7. Arrange and schedule back up CDPA coverage for vacations, holidays, and in case of illness.
8. Insure that each CDPA works the hours indicated on the time sheet.
9. Meet with a registered nurse once every six months for the required nursing review.
10. Enter into a written agreement with the CDPAP Provider Agency which acknowledges these responsibilities.

C. Responsibilities of the Department:

1. Determine that the Consumer is a resident of the authorizing County and is Medicaid eligible to participate in the CDPAP Program. Medicaid eligibility of the Consumer shall be verified by the CDPAP Provider Agency prior to the service being performed.
2. Determine that the Consumer is eligible for long term care and services provided by a certified home health agency, the long term home health care program, the AIDS home care program or personal care services.
3. Determine that the Consumer is in need of home care services or private duty nursing, pursuant to an assessment of the Consumer's appropriateness for the program conducted with an appropriate long term home health care program, certified home health agency, or an AIDS home care program, or pursuant to the personal care program.
4. Determine that the Consumer is able and willing to make informed choices, has a legal guardian who is able and willing to make informed choices, or has a designated relative or other adult who is able and willing to assist in making informed choices, as to the type and quality of services, including, but not limited to, nursing care, personal care, transportation, and respite services.
5. Determine Consumer's eligibility for the CDPAP Program, through its approved annual plan procedure including the initial assessment and periodic reassessments. The Department shall authorize the reimbursement for CDPAP services to the CDPAP Provider Agency as prescribed by the New York State Department of Health and its applicable rules and regulations regarding reimbursement to Medicaid Providers. Notwithstanding the foregoing, the CDPAP Provider Agency shall verify the Consumer's Medicaid eligibility prior to the service being provided. A CDPAP Provider Agency not verifying eligibility prior to provision of services will risk the possibility of nonpayment for those services. As a Medicaid Provider, the CDPAP Provider Agency shall verify eligible recipients through the New York State Medicaid Eligibility Verification and Dispensing Validation System.
6. It is understood by the parties that the Department shall not remit payment to the CDPAP provider Agency for any services rendered under this Agreement. Eligible Medicaid

service payments are paid directly through New York State. Services rendered by the CDPAP Provider Agency for non-Medicaid eligible services shall neither be reimbursed by New York State nor by the Department.

7. Transfer the Consumer to other programs with more traditional agency control should the Consumer be deemed inappropriate to continue participation in the CDPAP.
8. Provide all eligible individuals receiving home care with notice of the availability of the program and an opportunity to apply for participation in the program.
9. The Department shall provide Consumers with the appropriate fair hearing notice and the opportunity for a fair hearing with aid continuing, if appropriate, at such times as the Department requires.

D. Insurance Requirements:

1. The CDPAP Provider Agency shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. Oneida County and any other parties required by the Department shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured(s).
 - b. Workers' Compensation and Employer's Liability
 - i. Statutory limits apply.
 - c. Automobile Liability
 - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
 - iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
 - d. Commercial Umbrella
 - i. Umbrella limits must be at least \$1,000,000.
 - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

2. Waiver of Subrogation: The CDPAP Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
3. Certificates of Insurance: Prior to the start of any work, the CDPAP Provider Agency shall provide certificates of insurance to the Department. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the CDPAP Provider Agency's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Department.

E. Term:

1. The term of this Agreement is from June 1, 2018 until May 31, 2021.
2. The option to renew this Agreement is at the sole discretion of the Department and notice to the CDPAP Provider Agency shall be provided prior to the end of the term of this Agreement. Either party shall give notice in writing of its intention not to renew the Agreement.

F. Right to Terminate Agreement:

1. Upon thirty (30) days' written notice, any party may terminate this Agreement without further liability.
2. This Agreement shall terminate immediately upon notification from New York State that State and/or federal funds are unavailable for these services or for any other reason specified by the Department.

G. Indemnification:

To the fullest extent permitted by applicable law, the CDPAP Provider Agency shall indemnify and hold harmless, and at the Department's option, defend, the Department, and/or its officers, directors, members, agents, employees, contractors and other representatives, from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by the Department caused by any negligent act or omission, or intentional misconduct of the CDPAP Provider Agency, its officers, agents, employees (including the CDPAP provider Agency's Assistants or other Authorized Personnel) arising out of or in connection with the exercise by the CDPAP Provider Agency or any of the CDPAP Provider Agency's Authorized Personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of the Department.

H. Performance of Services:

1. The CDPAP Provider Agency represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services. The CDPAP Provider Agency shall use its best efforts to perform the services such that the results are satisfactory to the Department. The CDPAP Provider Agency shall be solely responsible for communication with the Consumer, or the Consumer's designated caregiver, in order to determine the location, method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
2. The CDPAP Provider Agency may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as it deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the Department, and the Department shall have no obligation to provide the Assistants with any salary or benefits. The CDPAP Provider Agency shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the Department, in compliance with any and all applicable federal, state or local laws and regulations. The CDPAP Provider Agency shall expressly advise the Assistants of the terms of this Agreement.
3. The CDPAP Provider Agency acknowledges and agrees that it and its Assistants have no authority to enter into contracts that bind the Department or create obligations on the part of the Department without the prior written authorization of the Department.
4. The CDPAP Provider Agency shall inform the Department within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The CDPAP Provider Agency maintains the right to do so at any time, and the Department maintains the right to contract with other individuals or entities to perform the same services.

I. Independent Contractor Status:

1. It is expressly agreed that the relationship of the CDPAP Provider Agency and its Assistants to the Department shall be that of Independent Contractors. The CDPAP Provider Agency's Assistants shall not be considered employees of the Department for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The CDPAP Provider Agency, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that neither the CDPAP Provider Agency, nor its Assistants, shall hold themselves out, nor claim to be, officers or employees of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department.
2. The CDPAP Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The CDPAP Provider Agency and the Department agree that the CDPAP is free to undertake other

work arrangements during the term of this Agreement, and may continue to make its services available to the public.

3. Neither the CDPAP Provider Agency, nor its Assistants, shall be eligible for compensation from the Department due to:
 - a. Illness;
 - b. Absence due to normal vacation; or
 - c. Absence due to attendance at school or special training or a professional convention or meeting.
4. The CDPAP Provider Agency acknowledges and agrees that neither the CDPAP Provider Agency, nor its Assistants, shall be eligible for any Department employee benefits, including retirement membership credits.
5. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the CDPAP Provider Agency's or its Assistants' Independent Contractor status, it is agreed that both the Department and the CDPAP Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
6. The CDPAP Provider Agency shall comply with the federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

J. Entire Agreement:

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 and are fully incorporated herein. By signing below, the parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in any addenda attached hereto, including, but not limited to Addendum I (Standard Oneida County Conditions), Addendum II (New York State Conditions), Addendum III (Standard Clauses for All Oneida County Department of Social Services), and Exhibit A (Oneida County Department of Social Services Contractor and Contract Staff Confidentiality and Non-Disclosure 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., County Executive

Approved: _____

Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Colleen Fahy-Box, Interim Commissioner

Date: 5/22/18

CNY Helpers, LLC: _____

Ronald Scales, Director

ADDENDUM II
NEW YORK STATE CONDITIONS

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty 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 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 of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, 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)

****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.

ADDENDUM III

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 local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants 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:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of 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 (3) 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 AGREEMENT, 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 AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. 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 AGREEMENT. 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.
 - 2. 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 Capitol, Albany, New York 12224
 - 3. 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 this 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 this 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 herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT 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 (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. 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:

1. 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.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. 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 AGREEMENT 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 (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) 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 AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. 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.
 5. 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
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. 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, the Department may require as a condition precedent to entering into this AGREEMENT 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 AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, 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 AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida 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 OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local 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, the 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 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 an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor 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 re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor 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 Contractor's, or its subcontractor'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 any of the Contractor's 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, 4th 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 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 AGREEMENT period or deem this AGREEMENT 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 this AGREEMENT. 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 AGREEMENT 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. If the Department should determine that the Contractor 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:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this 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 this 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 the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. 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;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. 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;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. 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 the 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 insurance 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 the 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 this AGREEMENT, 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 this AGREEMENT, 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 this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. 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 this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (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 Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

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

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

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. 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.

CNY HELPERS, LLC
NAME OF CONTRACTED AGENCY

RONALD SCALIS, DIRECTOR OF OPERATIONS
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature] 5/22/18
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 I-- STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 1st day of _____, 201____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of 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. CERTIFICATIONS 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:

- i. 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, an 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.
 - ii. 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.
 - iii. 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,
- i. 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 contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;

ii. 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:

i. 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 ongoing 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), above;

D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, with respect to any employee who is so convicted;

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

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. 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
- ii. 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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. 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;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. 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

- ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. 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
 - iii. 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 any 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. WORKERS' 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

April 6, 2018

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

APR 20 18-208

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of an Amendment to the 2018-2020 Purchase of Services Agreement between the Oneida County Department of Mental Health and the Center for Family Life and Recovery, Inc. for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing you review.

The New York State Office of Mental Health (OMH) has provided additional funds for a cost of living adjustment (COLA) increase, to be applied to all programs they support. The New York State Office of Alcoholism and Substance Abuse Services (OASAS) has also provided additional funds that are specified to support the Alcohol Prevention & Education Program. This Amendment begins on **January 1, 2018 and ends on December 31, 2020**. The total funding amount for this period will be **\$1,344,216.00**, which includes \$448,072.00 for year 2018, \$448,072.00 for year 2019, and \$448,072.00 for year 2020, for a total increase of \$355,410.00. The amount reflects OMH State Aid Funding, OASAS State Aid Funding, and County Dollars.

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

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner

REO/ts
Encs.

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

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

Date 5-22-18

Oneida Co. Department: Mental Health

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> X </u>

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

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

Title of Activity or Service: Alcohol Prevention & Education

Proposed Dates of Operation: January 1, 2018 through December 31, 2020
(AMENDMENT)

Client Population/Number to be Served by this Amendment: School-aged youth in an effort to prevent alcohol and substance abuse.

Summary Statements

1) Narrative Description of Proposed Services in this Amendment:

- a. **Additional Funding for Substance Abuse Services in local school districts:**
This program provides prevention services to school-aged youth in a multi-tiered level of support to promote positive physical health, positive mental health, and educational, social and emotional well-being for those youth.
- b. **Cost of Living Adjustment (COLA) for services provided under this Agreement.**

2) Program/Service Objectives and Outcomes for this Amendment:

The primary objective of this Amendment is to provide more funding to the provider agency to enable the provider agency to provide additional prevention services to school-aged youth in Oneida County.

3) Program Design and Staffing

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

Total Funding Requested: \$1,344,216.00

Account # A4310.49521

Oneida County Dept. Funding Recommendation: \$1,344,216.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State OMH: \$299,976;
State OASAS: \$894,240; County \$150,000

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: This amendment is for the addition of OASAS Prevention state aid funding in the amount of \$352,992.00 and an OMH COLA increase of \$2,418.00, for a total increase of \$355,410 for the three-year term of the contract period.

22.3% OMH State Aid / 66.5% OASAS State Aid / 11.2% County

AMENDMENT

THIS AMENDMENT is between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Center for Family Life and Recovery, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 502 Court Street, Suite 401, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH

WHEREAS, the County and the Provider Agency entered into an agreement whereby the Provider Agency provides mental health and substance abuse services to residents of Oneida County, hereinafter referred to as the "Original Agreement" (County contract no. 22438), a copy of which is attached hereto as Exhibit B. The Original Agreement is in effect from January 1, 2018 until December 31, 2020; and

WHEREAS, since the execution of the Original Agreement, the New York State Office of Alcohol and Substance Abuse Services, hereinafter referred to as "OASAS," adjusted the funding provided in the Original Agreement to reflect an additional Cost of Living Adjustment (COLA) of \$806.00; and

WHEREAS, the New York State Office of Alcohol and Substance Abuse Services establishes which agencies provide substance abuse services in Oneida County and the amount of funding paid to those agencies; and

WHEREAS, since the execution of the Original Agreement, OASAS awarded additional funding for the Provider Agency to provide additional primary prevention services, which are described in Section 2(e) of the Original Agreement; and

WHEREAS, this COLA and the additional funding from OASAS awarded to the Provider Agency to provide additional primary prevention services require an amendment of Section 3 of the Original Agreement, which addresses how the County pays the Provider Agency; and

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

1. This Amendment will be effective January 1, 2018.

2. Section 3 of the Original Agreement is amended to read as follows:

For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of One Million Three Hundred Forty-Four Thousand Two Hundred Sixteen Dollars and no cents (\$1,344,216.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

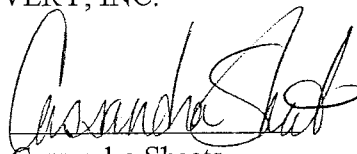
3. Appendix A of the Original Agreement, which is the Provider Agency's Contract Budget, is replaced by a new Contract Budget, a copy of which is attached hereto as Exhibit A.
4. All other terms of the Original Agreement remain in effect without change or alteration.

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

COUNTY OF ONEIDA

CENTER FOR FAMILY LIFE AND
RECOVERY, INC.

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

By: 
Cassandra Sheets
Chief Executive Officer

DATE: _____

DATE: 5/10/18

Approved

Raymond F. Bara
Assistant County Attorney

CENTER FOR FAMILY LIFE AND RECOVERY		TOTAL THREE YEAR BUDGET: \$		1,344,216.00
APPENDIX A				
YEAR	2018	2019	2020	
OMH:	\$ 99,992.00	\$ 99,992.00	\$ 99,992.00	
OASAS:	\$ 298,080.00	\$ 298,080.00	\$ 298,080.00	
OPWDD:	-	-	-	
COUNTY:	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
ANNUAL TOTAL:	\$ 448,072.00	\$ 448,072.00	\$ 448,072.00	
OMH				
MONTHLY VOUCHER:	\$ 8,332.00	\$ 8,332.00	\$ 8,332.00	
LAST VOUCHER:	\$ 8,340.00	\$ 8,340.00	\$ 8,340.00	
OASAS				
MONTHLY VOUCHER:	\$ 24,840.00	\$ 24,840.00	\$ 24,840.00	
LAST VOUCHER:	\$ 24,840.00	\$ 24,840.00	\$ 24,840.00	
COUNTY				
MONTHLY VOUCHER:	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	
LAST VOUCHER:	\$ 4,174.00	\$ 4,174.00	\$ 4,174.00	
AMENDMENT				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
ADJUSTED TOTAL:	\$ 448,072.00	\$ 448,072.00	\$ 448,072.00	
APPENDIX A				
YEAR	2019	2020		
OMH:	\$ 99,992.00	\$ 99,992.00	\$ 99,992.00	
OASAS:	\$ 298,080.00	\$ 298,080.00	\$ 298,080.00	
OPWDD:	-	-	-	
COUNTY:	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
ANNUAL TOTAL:	\$ 448,072.00	\$ 448,072.00	\$ 448,072.00	
OMH				
MONTHLY VOUCHER:	\$ 8,332.00	\$ 8,332.00	\$ 8,332.00	
LAST VOUCHER:	\$ 8,340.00	\$ 8,340.00	\$ 8,340.00	
OASAS				
MONTHLY VOUCHER:	\$ 24,840.00	\$ 24,840.00	\$ 24,840.00	
LAST VOUCHER:	\$ 24,840.00	\$ 24,840.00	\$ 24,840.00	
COUNTY				
MONTHLY VOUCHER:	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	
LAST VOUCHER:	\$ 4,174.00	\$ 4,174.00	\$ 4,174.00	
AMENDMENT				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
ADJUSTED TOTAL:	\$ 448,072.00	\$ 448,072.00	\$ 448,072.00	

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Center for Family Life and Recovery, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 502 Court Street, Suite 401, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County's Department of Mental Health, hereinafter referred to as the "Department;"

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services: The Provider Agency shall:
 - a. Provide and facilitate trainings for the professional workforce which will allow them to respond effectively to the needs of individuals with behavioral health care needs;
 - b. Provide evidence-based Sex Offender Treatment including assessments, individual and specialized group therapy. This treatment shall be consistent with the Practice Standards and Guidelines of the Association for the Treatment of Sexual Abusers (ATSA);
 - c. Provide advocacy services, which shall include but not be limited to suicide prevention programs through the New York State Office of Mental Health suicide prevention center. All programs shall service adults and children and shall provide advocacy, education, and training to the community.
 - d. Operate the Family Support Navigator, which shall assist families struggling with addiction issues to navigate barriers and to connect with appropriate services. The Family Support Navigator shall serve Oneida County and adjoining counties, and shall be available evenings and weekends, in addition to regular daytime hours.

- e. Provide an array of Substance Abuse Prevention services which meet the New York State Office of Alcoholism and Substance Abuse Services (OASAS) 2014 Prevention Guidelines and any subsequent revisions. These services will include evidence-based programming, public education, public speaking engagements, community coalition building, and technical assistance to a variety of local school districts. Delivery of such prevention services throughout Oneida County, both directly and indirectly, shall meet the needs of students, families, and the community at large in a multi-tiered level of support to promote positive physical health, positive mental health, and educational, social and emotional well-being for all youth. These Substance Abuse Prevention Services shall include the following:
- i. Evidence-based educational programs within Oneida County school districts to include environmental prevention strategies; positive alternatives; early intervention; community capacity building through community wide community awareness efforts; and community based collaborations with County departments and/or community organizations.
 - ii. Establishment of a supervisory and staffing plan for the proposed services that complies with the requirements in the Office of Alcoholism and Substance Abuse Services' 2014 Prevention Guidelines and any subsequent revisions.
 - iii. Offering a comprehensive range of substance abuse prevention services, based on a needs assessment, which services will prioritize school-based services for students and parents in Oneida County schools. Services in this category may cover the following topics: mental/behavioral health needs, primary care, care management, in-patient/out-patient services, health insurance, housing, food, and employment.
 - iv. Providing value-based outcomes for school districts to see positive outcomes and be able to create the systems, assessments, data analysis, tiered-level of support, and full wraparound services with the collaboration of community-based agencies.
 - v. Identifying local risk and protective factors that help prevention providers better understand what they can do to promote supportive communities and healthy development for children, adolescents and young adults. This comprehensive planning to address the risk and protective factors will lead to the accomplishment of the following goals:
 - A. To reduce the prevalence of substance abuse and problem gambling in the New York State population.
 - B. To delay the initiation of substance abuse and gambling behaviors among youth as long as possible.
 - C. To decrease the negative health, social, educational and economic consequences and costs associated with substance abuse and problem gambling.
 - D. To prevent the escalation of substance use and gambling behaviors to levels requiring treatment through early identification, brief intervention and referral.
3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of Nine Hundred Eighty-Eight Thousand Eight Hundred Six

Dollars and no cents (\$988,806.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.

- a. The total amount stated above may be changed by New York State on a year-to-year basis as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the County's Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
 5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
 6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
 - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

- d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
 - f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
- a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and

Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the 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 this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the this Agreement, 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 this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.
13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
- a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Department as outlined below.
- a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the Department and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - A. The Provider Agency will only access confidential information for which there is a need to know; and
 - B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and

- c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Department may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
 - iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "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."
18. The Provider Agency agrees that its employees and agents, as mandated reporters, will report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide

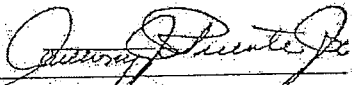
Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.

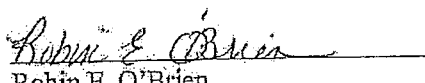
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

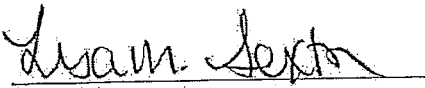
IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

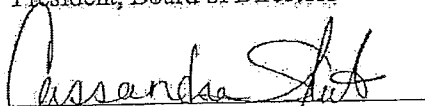
COUNTY OF ONEIDA

By:  1-5-18
Anthony J. Piceite, Jr. Date
Oneida County Executive

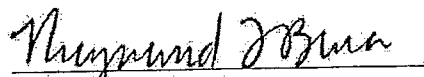
By:  11/17/17
Robin E. O'Brien Date
Commissioner, Department of Mental Health

CENTER FOR FAMILY LIFE AND RECOVERY, INC.

By:  11/16/17
Lisa Sexton Date
President, Board of Directors

By:  11/16/17
Cassandra Sheets Date
Chief Executive Officer

Approved

By: 
Raymond F. Bara, Esq.
Assistant County Attorney

CENTER FOR FAMILY LIFE AND RECOVERY		TOTAL THREE YEAR BUDGET: \$		988,806.00	
APPENDIX A		APPENDIX A		APPENDIX A	
YEAR	2018	YEAR	2019	YEAR	2020
OMH:	\$ 99,186.00	OMH:	\$ 99,186.00	OMH:	\$ 99,186.00
OASAS:	\$ 180,416.00	OASAS:	\$ 180,416.00	OASAS:	\$ 180,416.00
OPWDD:	-	OPWDD:	-	OPWDD:	-
COUNTY:	\$ 50,000.00	COUNTY:	\$ 50,000.00	COUNTY:	\$ 50,000.00
ANNUAL TOTAL:	\$ 329,602.00	ANNUAL TOTAL:	\$ 329,602.00	ANNUAL TOTAL:	\$ 329,602.00
OMH		OMH		OMH	
MONTHLY VOUCHER:	\$ 8,265.00	MONTHLY VOUCHER:	\$ 8,265.00	MONTHLY VOUCHER:	\$ 8,265.00
LAST VOUCHER:	\$ 8,271.00	LAST VOUCHER:	\$ 8,271.00	LAST VOUCHER:	\$ 8,271.00
OASAS		OASAS		OASAS	
MONTHLY VOUCHER:	\$ 15,034.00	MONTHLY VOUCHER:	\$ 15,034.00	MONTHLY VOUCHER:	\$ 15,034.00
LAST VOUCHER:	\$ 15,042.00	LAST VOUCHER:	\$ 15,042.00	LAST VOUCHER:	\$ 15,042.00
COUNTY		COUNTY		COUNTY	
MONTHLY VOUCHER:	\$ 4,166.00	MONTHLY VOUCHER:	\$ 4,166.00	MONTHLY VOUCHER:	\$ 4,166.00
LAST VOUCHER:	\$ 4,174.00	LAST VOUCHER:	\$ 4,174.00	LAST VOUCHER:	\$ 4,174.00
AMENDMENT		AMENDMENT		AMENDMENT	
	\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -
ADJUSTED TOTAL:	\$ 329,602.00	ADJUSTED TOTAL:	\$ 329,602.00	ADJUSTED TOTAL:	\$ 329,602.00

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, 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, and thereafter,

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

1. Executory or Non-Appropriation Clause.

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

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

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding 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, an 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 indicted 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 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. Workers' 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.



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

April 19, 2018

FN 20 18 - 209

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and **Upstate Cerebral Palsy, Inc.** for your review and signature.

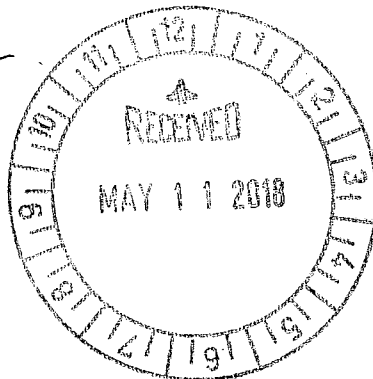
The Agreement begins on **January 1, 2018** and ends on **December 31, 2018**. The total funding amount for this period will be **\$252,104.00**. These funds are specific to the Vital Access Program (VAP) only and provide funding to the contractor to provide additional services with VAP funding. The amount reflects **100%** OMH State Aid Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement. If you agree with the enclosed, please forward to the Board of Legislators for their consideration.

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 5-11-18

REO/ts
Encs.

AGREEMENT

THIS AGREEMENT between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and UPSTATE CEREBRAL PALSY, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 1020 Mary Street, Utica, New York 13501, hereinafter referred to as the "Contractor."

WITNESSETH

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Part 530 of the Regulations of the Office of Mental Health (14 NYCRR Part 530) authorizes the New York State Commissioner of Mental Health to designate a provider of mental health clinic services that is licensed under Article 31 of the Mental Hygiene Law as a Vital Access Provider, which designation allows that provider to receive supplemental funding and/or temporary rate or fee adjustments through a Vital Access Program, hereinafter abbreviated as "VAP;" and

WHEREAS, the New York State Commissioner of Mental Health has designated the Contractor as a Vital Access Provider, thereby making funding through the VAP available to the Contractor; and

WHEREAS, the New York State Commissioner of Mental Health has provided the County with \$252,104.00 in VAP funding for the Contractor to the Oneida County Department of Mental Health for distribution to the Contractor; and

WHEREAS, the County desires to pass the VAP funding through to the Contractor to aid the Contractor in providing mental health services that are essential to Oneida County; and

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

1. Term

Performance under this Agreement shall commence on January 1, 2018 and shall terminate on December 31, 2018.

2. Scope of Services
 - a. The Contractor shall continue to provide mental health services in Oneida County and in accordance with the operating certificate issued to the Contractor by the New York State Commissioner of Mental Health pursuant to Section 31.02 of the New York State Mental Hygiene Law.
 - b. The Contractor shall comply with the "Conditions of Approval" listed in 14 NYCRR 530.4(d), as established by the New York State Commissioner of Mental Health, relating to Contractor's approval and operation as a Vital Access Provider.

3. Payment
 - a. The County shall pay the amount of \$252,104.00, payable in two equal installments of \$126,052.00.
 - b. Payment shall be made by the County upon presentation of a County Voucher and back-up data as requested by the County.

4. Indemnification
 - a. The Contractor agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the 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 this Agreement, 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 this Agreement, 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 this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

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

- b. Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Contractor's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. Contractor acknowledges and agrees that its employees shall not be eligible for any County employee benefits, including retirement membership credits.
- e. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its employees or agents under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Contractor's employees or agents, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

6. Termination

Either party may terminate this Agreement upon thirty (30) days written notice.

7. Expenses

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

8. Advice of Counsel

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

9. Entire Agreement

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, including the Standard Oneida County Contract Addendum, which is attached hereto and made a part hereof, 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.

COUNTY OF ONEIDA

By: _____ Date _____
Anthony J. Picente, Jr.
Oneida County Executive

By: Robin E. O'Brien _____ Date 5/7/2018
Robin E. O'Brien
Commissioner
Oneida County Department of Mental Health

UPSTATE CEREBRAL PALSY, INC.

By: [Signature] _____ Date 4/30/18
Louis B. Tehan
President and Chief Executive Officer

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January, 2018, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of 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. CERTIFICATIONS 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:

- i. 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, an 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.
 - ii. 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.
 - iii. 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,
- i. 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 contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;

ii. 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:

i. 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 ongoing 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), above;

D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, with respect to any employee who is so convicted;

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

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. 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
- ii. 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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. 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;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. 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

- ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. 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
 - iii. 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 any 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. WORKERS' 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

FN 20 18 210

April 20, 2018

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the **2018** Purchase of Service Agreement between Oneida County Department of Mental Health and **Elaine Angwin** for your review and signature. If this meets your approval, please sign the same upon completing your review.

The Agreement begins on **January 1, 2018 and ends on December 31, 2020**. The funding amount for the year **2018** will be a maximum of **\$41,860.00**. The amount of this Agreement shall not exceed **\$125,580.00** for the three years of this Agreement. This amount reflects **100%** OMH State Aid funding.

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

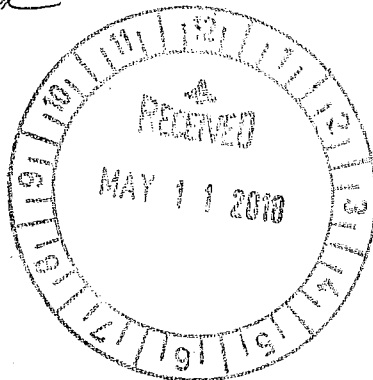
If this Agreement meets your approval, please forward it on to the Board of Legislators for its approval.

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner

REO/ts
Encs.



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

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

Date 5-11-18

Oneida Co. Department: MENTAL HEALTH

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Elaine Angwin
9582 Whittaker Road
Holland Patent, NY 13354

Title of Activity or Service: Parent Advocate Services

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Oneida County resident families whose children have a diagnosed serious emotional disturbance.

Summary Statements

1) Narrative Description of Proposed Services:

- a. Provide outreach and support services to engage families whose children have a diagnosed serious emotional disturbance; perform information and referral activities;
- b. Coordinate and attend all family-team meetings and support families through the process; prepare required paperwork; provide progress note documentation to the Oneida County Department of Mental Health;
- c. Provide consultation to the Oneida County Department of Mental Health planning groups relevant to children's mental health and advocacy to families to ensure adherence to the principles of family support;
- d. Collaborate with the Oneida County Department of Mental Health Children & Youth SPOA Coordinator to prepare necessary reports and perform any other tasks as directed.

2) Program/Service Objectives and Outcomes:

Provide outreach services to children, youth and their families as identified through the Tier 1 ICANS process with the objective of providing wrap-around services that allow families to remain intact.

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

Total Funding Requested: \$125,580.00

Account # A4310.195

Oneida County Dept. Funding Recommendation: \$125,580.00

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

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: 100% OMH State Aid Funding

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **Elaine Angwin**, having her principal address located at 9582 Whittaker Road, Holland Patent, New York 13354, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Consultant hereby warrants that she has the proper and necessary education, training, experience, and licenses to act as a provider and resource to and for the Oneida County Department of Mental Health;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Consultant shall:
 - a. Provide outreach and support services to engage families whose children have a diagnosed serious emotional disturbance, and perform information and referral activities for these families;
 - b. Coordinate and attend all family-team meetings and support families through the process; prepare required paperwork; provide progress note documentation to the Oneida County Department of Mental Health;
 - c. Provide consultation to the Oneida County Department of Mental Health planning groups relevant to children's mental health and advocacy to families to ensure adherence to the principles of family support;
 - d. Collaborate with the Oneida County Department of Mental Health Children & Youth SPOA Coordinator to prepare necessary reports and perform any other tasks as directed.
3. Compensation. The County will reimburse the Consultant for the services rendered pursuant to this Agreement as follows:

- a. The County shall reimburse the Consultant at a rate of Twenty-Seven Dollars and Seventy Five cents (\$27.75) per hour to perform the services described above. The County's reimbursement of the Consultant shall not exceed One Hundred Twenty-five Thousand Five Hundred Eighty Dollars and no cents (\$125,580.00) during the term of this Agreement. Payment will be made after submission of a duly prepared Oneida County Voucher to the Oneida County Department of Mental Health. The County will make payments either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Consultant.
4. The Consultant agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Consultant; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
5. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Consultant to the County shall be that of an Independent Contractor. The Consultant and her employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Consultant and her employees, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Consultant warrants and represents that she is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Consultant and County agree that Consultant is free to undertake other work arrangements during the term of this Agreement, and may continue to make her services available to the public.
 - c. The Consultant and her employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Consultant acknowledges and agrees that neither Consultant, nor her employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Consultant shall be solely responsible for applicable taxes for all compensation paid to Consultant or her employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to her employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for

withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Consultant shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

- f. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Consultant's Independent Contractor status, it is agreed that both the County and the Consultant shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Consultant agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
6. The Consultant agrees, where applicable, to provide any and all Services, authorized by this agreement or other license or certification, to individuals involved in the NYS OMH Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Consultant further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.
7. The Consultant shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
8. The Consultant shall perform all services under this Agreement in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Consultant that agencies and departments of New York State other than the New York State Office of Mental Health (OMH), the New York State Office of Alcoholism & Substance Abuse Services (OASAS), and the New York State Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.
9. The Consultant agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Consultant, her officers and/or employees or subcontractors. Furthermore, the Consultant agrees to indemnify, defend, and save harmless the 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 this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Consultant in the performance of this Agreement, 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 this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

10. The Consultant shall obtain and maintain commercial general liability insurance with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. The Consultant shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's commercial general liability policy. The Consultant shall maintain a Workers' Compensation and Employer's Liability policy at statutory New York limits, if applicable. Proof of insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Consultant must provide the County proof of insurance consistent with the requirements listed above. Failure to do may result in the immediate termination of this Agreement.
11. Consultant waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
12. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Consultant fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Consultant becomes bankrupt or insolvent or falsify her records or reports, the County may terminate this Agreement effective immediately, or, at the County's option, effective at a later date, after sending notice of such termination to the Consultant.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Consultant prior to the termination of this Agreement that are pursuant to and after Consultant compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
13. The Consultant agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such

files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

- a. It is expressly understood that as a Consultant for the Oneida County Department of Mental Health, the Consultant may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The Consultant agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Consultant promises that:
 - i. She will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the SPOA/A program. This means, among other things, that:
 - A. The Consultant will only access confidential information for which there is a need to know; and
 - B. The Consultant will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Consultant will not misuse confidential information or carelessly handle confidential information.
 - ii. The Consultant will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Consultant accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Consultant will report activities by any individual or entity that is suspected of, or may compromise the confidentiality of, confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Consultant understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Consultant understands that she has no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Consultant will safeguard the confidentiality of all confidential information.
 - iv. The Consultant will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
14. The Consultant agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Consultant is provided with any

confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, she shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.

- a. The Consultant shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "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."
18. The Consultant agrees that, as a mandated reporter pursuant to New York Social Services Law Section 413, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Consultant shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.
 19. The Consultant is solely responsible for paying all of her business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
 20. The Consultant shall not be required to attend or undergo any training by the County. The Consultant shall be fully responsible for her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
 21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
 22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
 23. Annexed hereto and made a part hereof as Appendix A is the Standard Oneida County Conditions, which includes additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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

COUNTY OF ONEIDA

By: _____ Date _____
Anthony J. Picente, Jr.
Oneida County Executive

By: Robin E. O'Brien _____ Date 5/8/2018
Robin E. O'Brien
Commissioner, Department of Mental Health

CONSULTANT

By: Elaine Angwin _____ Date 5/4/18
Elaine Angwin

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

APPENDIX A

STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 1 day of January, 2018, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of 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. CERTIFICATIONS 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:
 - i. 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, an 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.
 - ii. 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.
 - iii. 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,
 - i. 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 contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;
 - ii. 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:
 - i. 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 ongoing 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), above;

D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. 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

- ii. 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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. 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;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

- viii. 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
 - ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. 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
 - iii. 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 any 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. WORKERS' 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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 (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including:

chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

February 15, 2018

FN 20 18-211

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the **2018-2020 Purchase of Service Agreement** between the Oneida County Department of Mental Health and **Lawrence Farago, MD** for your review and signature. If this meets with your approval please forward this to the Board of Legislators upon completing your review.

This Agreement is in effect from **January 1, 2018 and ends December 31, 2020**. Under this Agreement, Dr. Farago will perform evaluations of people being recommended by the Department of Mental Health for Assisted Outpatient Treatment (AOT). The funding amount per year will be a maximum of **\$25,000.00** each year with a total contract term amount of a maximum of **\$75,000.00, 100% OMH State Aid** funding.

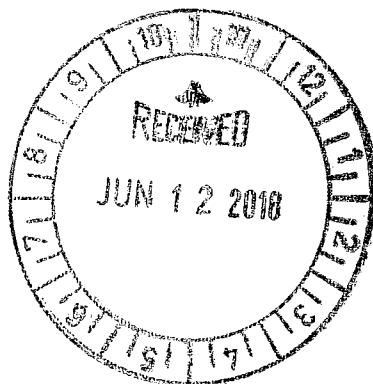
Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner

REO/ts
Encs.



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

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

Date 6-12-18

Oneida Co. Department: MENTAL HEALTH

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> X </u>

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Lawrence Farago, MD
PO Box 357
New Hartford, NY 13413

Title of Activity or Service: AOT Evaluations

Proposed Dates of Operation: January 2018 through December 31, 2020

Client Population/Number to be Served: Oneida County residents requiring Assisted
Outpatient Treatment (AOT).

Summary Statements

1) Narrative Description of Proposed Services

- a. Complete any and all assigned psychosocial assessments, risk assessments, mental health evaluations and adult investigations referred to the Oneida County Assistant Outpatient Treatment (AOT) program and assigned by the Commissioner of Mental Health and/or the Director of Adult Mental Health Services. Including a review of clinical records and information from other providers, individual assessments, consultation with current service providers, report preparation and court testimony;
- b. Perform such duties as may be required as a designee of the Director of Community Services for Oneida County Department of Mental Health to facilitate Article 9.60 of the New York State Mental Hygiene Law;

2) Program/Service Objectives and Outcomes:
Provide necessary AOT investigations.

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

Total Funding Requested: \$75,000.00 **Account #** A4310.195

Oneida County Dept. Funding Recommendation: \$75,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$75,000.00

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: 100% OMH State Aid Funding

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and Lawrence Farago, MD, having his principal address located at P.O. Box 357, New Hartford, New York 13413, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the County, through its Department of Mental Health, desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Consultant hereby warrants that he has the proper and necessary education, training, experience, and licenses to act as a provider and resource to and for the Oneida County Department of Mental Health;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this contract.
2. Scope of Services. The Consultant shall:
 - a. Complete any and all assigned psychosocial assessments, risk assessments, mental health evaluations and adult investigations referred to the Oneida County Assistant Outpatient Treatment (AOT) program and assigned by the Commissioner of Mental Health and/or the Director of Adult Mental Health Services. Including a review of clinical records and information from other providers, individual assessments, consultation with current service providers, report preparation and court testimony;
 - b. Perform such duties as may be required as a designee of the Director of Community Services for Oneida County Department of Mental Health to facilitate Article 9.60 of the New York State Mental Hygiene Law;
3. Compensation. The County will reimburse the Consultant for the services rendered pursuant to this Agreement as follows:
 - a. For all other services rendered pursuant to this Agreement, including AOT investigation, the County shall reimburse the Consultant at a rate of One Hundred Seventy-Five Dollars and No Cents (\$175.00) per hour.

- b. Payment will be made after submission of a duly prepared Oneida County Voucher to the Department of Mental Health. The County will make payments either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Consultant.
4. The Consultant agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Consultant; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
5. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Consultant to the County shall be that of an Independent Contractor. The Consultant and his employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Consultant and his employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Consultant warrants and represents that he is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Consultant and County agree that Consultant is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.
 - c. The Consultant shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Consultant acknowledges and agrees that neither Consultant, nor his employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Consultant shall be solely responsible for applicable taxes for all compensation paid to Consultant or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Consultant shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

- f. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Consultant's Independent Contractor status, it is agreed that both the County and the Consultant shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Consultant agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
6. The Consultant agrees, where applicable, to provide any and all Services, authorized by this agreement or other license or certification, to individuals involved in the NYS OMH Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Consultant further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.
7. The Consultant shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
8. The Consultant shall perform all services under this Agreement in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Consultant that agencies and departments of New York State other than the New York State Office of Mental Health (OMH), the New York State Office of Alcoholism & Substance Abuse Services (OASAS), and the New York State Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.
9. The Consultant agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Consultant, his officers and/or employees or subcontractors. Furthermore, the Consultant agrees to indemnify, defend, and save harmless the 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 Consultant 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.

10. The Consultant shall obtain and maintain professional liability insurance with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. The Consultant shall maintain a Workers Compensation and Employers Liability policy at statutory New York limits, if applicable. Proof of insurance coverage must be provided to the County at the time of the execution of this contract. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Consultant must provide the County proof of insurance consistent with the requirements listed above. Failure to do may result in the immediate termination of this Agreement.
11. Consultant waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
12. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Consultant fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Consultant becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Consultant.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Consultant prior to the termination of this Agreement that are pursuant to and after Consultant compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this contract and jurisdiction and venue shall lie within the State of New York.
13. The Consultant agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.
 - a. It is expressly understood that as a Consultant for the Oneida County Department of Mental Health, the Consultant may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The Consultant agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

- b. Accordingly, as a condition of and in consideration of access to confidential information, the Consultant promises that:
 - i. He will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the SPOA/A program. This means, among other things, that:
 - A. The Consultant will only access confidential information for which there is a need to know; and
 - B. The Consultant will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - c. The Consultant will not misuse confidential information or carelessly handle confidential information.
 - ii. The Consultant will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Consultant accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Consultant will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Consultant understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Consultant understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Consultant will safeguard the confidentiality of all confidential information.
 - iv. The Consultant will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.

14. The Consultant agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Consultant is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, he shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.

- a. The Consultant shall include the following written statement when disclosing any confidential HIV-related information:

- i. "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."
18. The Consultant agrees that, as a mandated reporter pursuant to New York Social Services Law Section 413, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Consultant shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.
 19. The Consultant is solely responsible for paying all of his business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
 20. The Consultant shall not be required to attend or undergo any training by the County. The Consultant shall be fully responsible for his own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
 21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
 22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
 23. Annexed hereto and made a part hereof as Appendix A is the Standard Oneida County Contract Addendum, which includes additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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

COUNTY OF ONEIDA

By: _____ Date _____
 Anthony J. Picente, Jr.

Oneida County Executive

By: Robin E. O'Brien 6/7/18
Robin E. O'Brien Date
Commissioner, Department of Mental Health

CONSULTANT

By:  6/7/18
Lawrence Barago, MD Date

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of 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. CERTIFICATIONS 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:

- i. 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, an 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.
 - ii. 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.
 - iii. 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,
- i. 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 contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;

ii. 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:

i. 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 ongoing 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), above;
- D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, with respect to any employee who is so convicted;

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

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. 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
- ii. 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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
 - c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. 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;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. 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

- ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. 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
 - iii. 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 any 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. WORKERS' 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, "on Oneida County property" shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20

18-212

ECONOMIC DEVELOPMENT
& TOURISM

June 11, 2018

WAYS & MEANS

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

Honorable Members:

I am forwarding the proposed 2018-2019 Operating Budget for the Mohawk Valley Community College (MVCC), which was approved by the Board of Trustees at their May 21, 2018 meeting. This proposed budget has gross expenditures of \$51,925,451, a 3.92% increase over the 2017-2018 budget year.

This budget calls for a local sponsor share of \$8,074,875, which is a 2.0% increase over the 2017-2018 share. This equates to a \$158,331 increase.

As is more fully set forth in the attached correspondence from President Van Wagoner, the proposed budget reflects a modest increase (+3.92%) in expenditures.

MVCC does not propose to raise the tuition of part time students for the 2018-2019 school session. The proposal leaves the per credit hour fee at \$165. The proposed budget expects New York State aid to decrease by \$177,058 or -1.29% as a direct result in the anticipated decrease in enrollment. NYS has increased state aid from \$2,747 per full time student to \$2,847 per full time student or approximately 3.6% per full time student. The proposed budget also anticipates a 1.0% decrease in enrollment for the upcoming 2018-19 academic year.


The proposed budget calls for using approximately \$1,290,000 of its current fund balance which is approximately \$1,000,000 more than the previous year's budget. The fund balance is estimated to be \$4.1 million at August 31, 2018 which represents approximately 2.99% more than the 5% minimum recommended by the state.

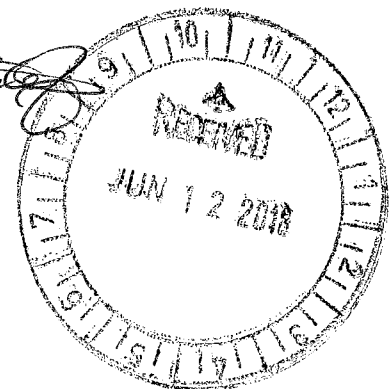
MVCC is also asking to continue the one time specific request of \$100,000 to be used to update five computer labs at the Utica Campus. This will enable MVCC to maintain its scheduled equipment replacement schedule. MVCC has also requested an additional \$125,000 to continue funding for Achieving the Dream Initiative. The budget also request \$50,000 to provide funding for dual-credit scholarships which are offered at no cost to students.

I fully support continuing our local share along with the additional funding to upgrade the computers. Supporting this budget will serve to demonstrate our continuing commitment to maintaining Mohawk Valley Community College as an affordable institution of quality education in Oneida County.

I believe that this is a sound and responsible budget. I urge your early consideration for approval and respectfully request your full board act on this legislation at your **July 11, 2018** meeting.

Respectfully submitted,

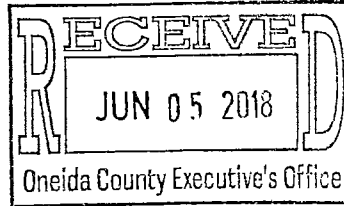

Anthony J. Picente, Jr.
Oneida County Executive



AJP:tbk

Attach.

CC: Chairperson, MVCC Board of Trustees
President, MVCC
Comptroller
County Attorney
Budget



June 1, 2018

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

Dear  Mr. Picente:

I am pleased to submit the Mohawk Valley Community College (MVCC) 2018-19 Budget Request approved by our Board of Trustees at the May 21, 2018 meeting. The budget includes a 2.0% increase in the level of sponsor maintenance of effort from Oneida County. As with last year, the budget includes \$125,000 for continued funding for participation in national student success initiatives (new Guided Pathways 2.0 and continuation of Achieving the Dream) and a specific separate request for \$100,000 to continue the investment by the County in STEM-related programs and allow the College to replace outdated equipment. In addition, \$50,000 is requested to provide funding for dual-credit scholarships to help maintain these offerings at no-cost to students.

The Economic Development Committee attended a College update and budget proposal overview presentation in May and is aware of this request. We are proud to have the support of Oneida County that helps us serve the needs of our community in efficient ways. MVCC ranks 24th out of 30 SUNY community colleges in overall cost per FTE – with our range of technical programs, this is a true point of pride for us.

Overall, the proposed \$51,925,451 budget represents an increase of \$1,468,148 (3.9%). The amount of support requested from the Oneida County is \$8,074,875 (2.0%). This year has seen the continued decline in enrollment impacting community colleges across the SUNY system. However, the rate of decline is slowing and we have a number of enrollment initiatives that are showing good promise with enrollment ahead of projections for the fall.

Enrollment Overview

- We are projecting enrollment to remain a little ahead of budget this current year with about a 2% decline and a projected enrollment decline of 1% in 2018-19.
- Our enrollment analysis shows that we're holding steady around 30% of the high school graduates in Oneida County, but the area high school graduating classes continue to decline.
- As enrollment shows signs of leveling, we continue to aggressively manage our efforts:
 - We have enrollment efforts underway to leverage the significant investment in the Rome Campus.
 - We continue to expand our student retention efforts through our Pathway to Graduation Project funded by our \$2.2 million federal Title III grant.

- We are expanding our evening cohort program from the successful business management prototype underway this year.
- We are putting additional efforts toward recruiting students to the array of technical programs we offer where job demand is high.
- We have changed our academic calendar to a post-Labor Day start to facilitate stronger enrollments.

Revenue Assumptions

With an additional \$100 per FTE increase from the State and an anticipated enrollment decline of 1%, state aid is projected to decrease -\$177,058 (-1.29%). A proposed 2.8% tuition increase of \$120 FT (\$4,250 to \$4,370) likely maintains our place as 26th lowest tuition out of 30 SUNY community colleges and a 5.2% increase of \$9 per credit our PT (\$173 to \$182) likely places us 14th out of 30 in the state based on initial projections from other colleges. This represents a projected overall tuition increase of \$256,872 (1.43%). Chargeback revenues are projected to increase \$456,904 and we plan to allocate \$1,290,000 in fund balance, which keeps us in line with the minimum 5% of total operating budget guideline from SUNY.

Expenditures

Combining the revenue realities with negotiated and mandated increases created an initial budgetary gap of about \$2.3 million between proposed budget requests and projected revenues. Year-to-year budget variations of some of the major expenditures include:

- | | | |
|--------------------------|----------|-------------|
| • Salaries & Wages: | decrease | \$1,303,109 |
| • Contractual/Operating: | increase | \$628,687 |
| • Fringe | decrease | \$24,730 |

Managing this paradox of post-recession enrollment decline with the need to develop new programs and increase student completion to provide a ready workforce for the County remains a great challenge. However, we continue to be guided by the notions of “confront the brutal facts” and “preserve the core and stimulate progress.”

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

Sincerely,



Randall J. VanWagoner, Ph.D.
President

C: MVCC Board of Trustees; Tom Keeler, Budget Director; Mikale Billard, Clerk of the Board



1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu

Office of the President
Tel 315-792-5333
Fax 315-792-5678

June 1, 2018

Honorable Anthony Picente
County Executive
800 Park Avenue
Utica, New York 13501

FN 20 18 213

ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS

Dear *Anthony* Mr. Picente:

I am pleased to forward for your review a revised three-year contract that the members of the MVCC Professional Association (PA) and the MVCC Board of Trustees have both ratified. This collective bargaining agreement is within the parameters set forth by the MVCC Board of Trustees and was accomplished under the guidance of our counsel from the Oneida County Attorney's Office, Ray Bara.

BACKGROUND

Negotiations began on April 15, 2016 and the parties had seven (7) sessions before impasse was declared and three (3) mediation sessions were held. Issues surrounding priority for overload assignments of non-exempt members and the cost of paying overtime for the overload assignments became a central, complex and polarizing issue that stalled negotiations for a period of time. The agreement was unanimously approved by the PA membership and the MVCC Board of Trustees.

AGREEMENTS

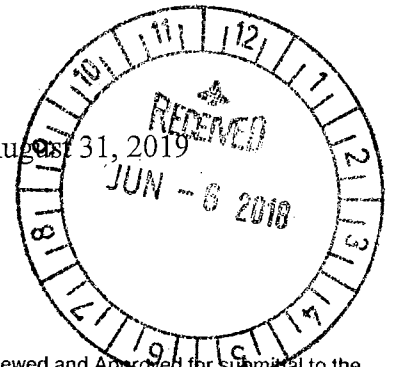
Length of Agreement

Tentative Agreement for three (3) years – September 1, 2016 through August 31, 2019

FINANCIALS

Salary Adjustments

- 2016/2017
 - o 2.9% increase to base wage - \$361,864
- 2017/2018
 - o 2.75% increase to base wage - \$353,099
- 2018/2019
 - o 2.75% increase to base wage - \$362,809



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

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

Date 6-7-18

Other Economic Tentative Agreements:

- Prescription – co-pays will change from \$0/\$25 to \$5/\$30/\$45 and cost savings measures for filling of generic prescriptions, and the required usage of the plans specialty pharmacy for specialty drugs were agreed upon. Annual cost savings to College will be approximately \$14,000 annually.

Several other agreements were made with minimal to no financial impact through changes to language and processes outlined in the contract. If there are any questions about this agreement or about the changes it contains, please do not hesitate to call me directly.

Sincerely,



Randall J. VanWagoner
President

Enclosures

C: MVCC Board of Trustees
Kim Evans-Dame, Executive Director of Human Resources
Ray Bara, Assistant County Attorney

Oneida Co. Department: County Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Mohawk Valley Community College
1101 Sherman Drive
Utica, New York 13501-5394

Title of Activity or Service: Collective Bargaining Agreement

Proposed Dates of Operation: September 1, 2016 thru August 31, 2019

Client Population/Number to be Served: Members of the MVCC Professional Association

Summary Statements

- 1) **Narrative Description of Proposed Services:** This is a collective bargaining agreement between the members of the MVCC Professional Association, the MVCC Board of Trustees and Oneida County. It sets forth terms of employment, salary and other benefits of the members' employment.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: N/A

Account # N/A

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data:

O.C. Department Staff Comments: This is a revised three-year contract that has been ratified by both the MVCC Board of Trustees and the Association.

AGREEMENT,

made 1 September, 2016

by and between

THE COUNTY OF ONEIDA

and

THE BOARD OF TRUSTEES OF MOHAWK VALLEY COMMUNITY COLLEGE
(hereinafter collectively referred to as the "College" or "Employer",
individually referred to as the "County" or "Board")

and

THE MOHAWK VALLEY COMMUNITY COLLEGE PROFESSIONAL
ASSOCIATION
(hereinafter referred to as the "Association").

ARTICLE 1 – Recognition

The Employer hereby recognizes the Association as the exclusive collective bargaining representative of those employees in a bargaining unit at Mohawk Valley Community College comprised of full-time teaching employees, including the Coordinator of Respiratory Care and the Coordinator of Health Information Technology/Medical Records, and full-time non-teaching employees whose titles are set forth below (now or hereafter appointed), and persons of comparable rank and/or title and excluding all other employees of the College for the purpose of negotiations regarding wages, hours, and other terms and conditions of employment, and the settlement of grievances. Such recognition shall remain in effect for the maximum period allowed by law.

ARTICLE 1 – Recognition cont'd

Admissions Counselor
Admissions Specialist
Adult Services Coordinator
Advisement Specialist
Assistant Coordinator of Child Care Services
Assistant Director of Admissions
Assistant Director of Facilities and Operations
Assistant Director of Financial Aid
Assistant Director of the Student Service Center
Assistant Network Coordinator
Assistant Registrar
Assistant to the Associate Dean of Physical Education and Athletics
Assistant to the Director of Admissions
Assistant to the Director of Athletics
Bursar
Career and Job Placement Counselor
Career and Student Employment Specialist
College Advisor
College Nurse
Coordinator of Academic Advisement
Coordinator of Child Care Services
Coordinator of Disability Services
Coordinator of Events and Facilities Use
Coordinator of Expendable and Fixed Asset Procurement
Coordinator of Healthcare Careers
Coordinator of Instructional Data and Scheduling
Coordinator of Research and Analysis
Coordinator of Services for International Students
Coordinator of Services to Students with Disabilities
Coordinator of Student Activities
Coordinator of the First Year Experience
Coordinator of Transfer Services
Coordinator of Tutoring Services
Coordinator, Annual Funds and Alumni Relations
Coordinator, Community Education
Coordinator, Corporate Training
Coordinator, Healthcare Careers
Coordinator, Workforce Development
Counselor
CSTEP Project Assistant
CSTEP Project Coordinator
CSTEP-STEP Coordinator
Cybersecurity Career Specialist

Data Specialist
Database Administrator
Design Coordinator
Digital Media Coordinator
Disability Accommodations Specialist
Disability Services Transitional Support Specialist
Education Applications Assistant
Educational Systems Assistant
Educational Technology Specialist
Enrollment Associate
Enrollment Management Specialist/Student Services Counselor
EOC Counselor
EOC Program Coordinator
EOC Technical Assistant
Evaluation Coordinator
Events Coordinator
Financial Aid Accountant
Financial Aid Advisor
Financial Aid Assistant
Financial Systems Accountant
Financial Systems Manager
Health Services Laboratory Assistant
Health Services Retention Specialist
Institutional Advancement Events Coordinator
Intake and Process Support – Rome
Laboratory Assistant
Learning and Assistive Technology Support Specialist
Librarian
Licensed Mental Health Counselor
Licensed Mental Health Practitioner
Manager of End-User Computing
Media Content Coordinator
Multimedia Instructional Designer
Network Specialist
Placement Testing Coordinator
Programmer
Programmer Analyst
Project Coordinator – Marketing and Communications
Project Coordinator, Rome
Publications Coordinator
Registrar Specialist
Senior Financial Analyst
Software Specialist
STEP Project Assistant
STEP Project Coordinator
Student and Residence Life Specialist

Student Enrichment Associate
Student Services Adult Learner and Enrichment
Student Services Specialist
Student Services Specialist – Adult Services
Student Services Specialist – Rome
Student Success – Rome
Supervisor of Residence Hall Facilities
TAA Program Coordinator
Technical Assistant
Technical Assistant – Academic
Technical Assistant – Academic – Art
Technical Assistant – Academic – Athletics
Technical Assistant – Academic – Educational Technologies
Technical Assistant – Academic – Engineering and Technologies
Technical Assistant – Academic – Hospitality Programs
Technical Assistant – Academic – Life Sciences
Technical Assistant – Academic – Physical Education
Technical Assistant – Academic – Physical Science
Technical Assistant – Disability Services
Technical Assistant – Events
Technical Assistant – Institutional Advancement
Technical Assistant – Institutional Assessment
Technical Assistant – Learning & Academic Affairs
Technical Assistant – Placement Testing
Technical Assistant – Theatre
Technical Assistant – Video
Technical Assistant, Student Activities and Student Housing
Technical Assistant/Retention Specialist
Telecommunications Specialist
Tutor/Mentor
Tutor/Mentor – Mathematics
Tutor/Mentor – Writing
Upward Bound Program Coordinator
Upward Bound Tutor/Mentor
Veteran Education Coordinator
Visual Media Coordinator
Website Designer
Youth Academic Program Coordinator
Youth Academic Specialist
Youthbuild Academic Counselor
Youthbuild Project Coordinator

ARTICLE 2 – Association And Employee Rights And Responsibilities

2.1 Association Membership and Access to Candidates

- A. The Employer and the Association hereby agree that employees have the right to freely organize, join or support, or refrain from joining or supporting, the Association for the purpose of engaging in collective bargaining or negotiation and other lawful, concerted activities for mutual aid and protection. The Employer and the Association undertake and agree that they will not directly or indirectly deprive, coerce, or harass any employee in the enjoyment of any right conferred upon him/her by the provisions of Article 14 of the Civil Service Law; that they will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership, or lack thereof, in the Association or his/her participation, or lack thereof, in any lawful activity of this Association or in collective negotiations with the Employer or his/her institution of any grievance or complaint under this agreement.
- B. The College will timely provide all candidates who are interviewed for unit positions a letter from the Professional Association in the form annexed hereto as Appendix F.

2.2 Use of Facilities. The Association, or its representatives, shall be permitted to transact official Association business on College property conditioned upon the understanding that such usage not conflict with the normal college operations. The Association will make advance arrangements with the College pursuant to current procedures for room reservations as utilized by the faculty.

2.3 Dues Deductions and Agency Fee

- A. The Association shall notify the Employer, in writing, as to the amount of its dues and any change thereof. Upon receipt of appropriate individual member written authorization, the Employer shall deduct the regular membership dues of the Association from the salary of each such member and remit said deductions promptly to the Association until otherwise notified in writing by the member.
- B. The Association shall be entitled to the benefit of Agency Fee.

2.4 Contract Distribution. Copies of this Agreement shall be printed by the Association and made available upon request to all members of the bargaining unit.

2.5 Meetings of the Parties. The College and Association shall each appoint up to three (3) representatives to a committee empowered to meet and discuss general matters arising from the operations of this contract. Meetings of the committee may be initiated by either party through written request to the other. The committee shall have no authority to discuss any matter that has been formally submitted as a grievance or in negotiations.

2.6 Tuition Waiver. The College agrees to follow State University procedures for tuition waivers for employees taking courses at state-operated colleges of the State University of New York. Prior to the forwarding of the tuition waiver application to the State University of New York such application(s) shall be subject to the review and recommendations of the Staff Development Committee. In furtherance hereof, at an employee's request the employee's schedule may be established by the College to accommodate the employee's professional obligation and pursuit of continuing education.

Employees shall be entitled to tuition waiver for state aidable courses taken at Mohawk Valley Community College of six (6) credit or equivalent hours per semester and a cumulative maximum of six (6) credit or equivalent hours during the summer sessions. Members may be allowed to exceed the six (6) credit limit on a space available basis and with prior approval from the Executive Director of Human Resources.

Dependents (as included on the employee's Federal Income Tax return) of employees shall be entitled to a tuition waiver for any state-aided courses offered by the College, after contribution of any grants-in-aid up to the cost of tuition. An individual serving in the same relationship as an employee's spouse shall be entitled to such tuition waiver whether or not that individual is included on the employee's Federal Income Tax return. All such Tuition Waivers during the summer sessions shall be limited to a cumulative maximum of six (6) credit or equivalent hours.

The employee or dependent shall be responsible for all costs in excess of the tuition.

2.7 Parking. The College shall provide adequate parking for bargaining unit members in areas designated by the College. The imposition of a nominal fee for registration of cars, to assist the College in proper policing of parking regulations, does not constitute a contract violation providing that said fee is not selectively applied among employees.

- 2.8 Equal Employment Opportunities. Mohawk Valley Community College does not discriminate. All applicants possessing the required qualifications shall receive equal opportunity for employment and upon employment shall be treated equally regardless of race, color, age, religion, sex, marital status, sexual orientation, national origin, creed, disability, familial status, military status, domestic violence victim status, arrest or conviction record, predisposing genetic characteristics, gender identity, or political affiliation in all matters including but not limited to recruitment, employment, upgrading, promotions, demotions, transfers, lay-offs, terminations, training, rates of pay and/or other forms of compensation. Additionally, the provisions of this agreement shall be applied equally to all qualified employees without discrimination as listed above.
- 2.9 NYSUT Benefit Trust. The College will provide all necessary mechanisms to permit employees who elect coverage under the New York State United Teachers Benefit Trust to pay for such coverage through payroll deductions.

ARTICLE 3 – Management Rights And Responsibilities And Association
Responsibilities

- 3.1 Except as limited by the specific and express terms of this agreement, the College hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law including, but not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College programs; to administer the personnel system of the College, including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, reduction in force, promotion, assignment and discipline, suspension, demotion, and discharge of employees; to direct, supervise, schedule, and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. All of the customary and usual rights, powers, functions, and authority possessed by management are vested in the College Administration and the College Administration shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this agreement.
- 3.2 The Association will not cause, assist, instigate, encourage, threaten, condone, participate, or engage in any strike against the Employer, or impose an obligation upon any employee to do so. A strike includes any concerted stoppage of work or slow-down of any kind by an employee. The Association will exert its best efforts to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies, or duties of the Employer to enforce provisions of law applicable in the event of a strike.
- 3.3 Curriculum. The parties recognize that curriculum determinations are reserved exclusively to the Board and/or as directed by the State University of New York or the State Education Department. Faculty recommendations in the area of curriculum shall be sought through the appropriate Centers and following procedures adopted by a college-wide committee of faculty.

ARTICLE 4 – Appointments And Promotions

- 4.1 Year of Service. For the purpose of this agreement, a year of service is service for an employment year as defined in 5.3. In the initial year of employment or upon recall from layoff any bargaining unit member whose employment begins no later than October 1 shall be credited a full year of service.
- 4.2 Continuing and Career Appointments. A continuing appointment is an appointment to a position of academic rank which shall not be affected by changes in such rank and shall continue unless terminated for just cause. A career appointment is an appointment to any unit position not having academic rank which shall continue unless terminated for just cause. Such career appointment survives movement to a higher gradation of the same title. For purposes of this agreement movement from Programmer Trainee (Grade 1) to Programmer (Grade 2) to Senior Programmer (Grade 3) to Programmer Analyst (Grade 4) to Database Administrator (Grade 5) or Systems Analyst (Grade 5), or movement from Financial Aid Assistant (Grade 1) to Technical Assistant-Financial Aid (Grade 1) to Financial Aid Advisor (Grade 2) to Senior Financial Aid Advisor (Grade 3), to Assistant Director of Financial Aid (Grade 5) or movement from Technical Assistant (Grade 1) to Technical Assistant-Academic (Grade 2), or movement from Financial Aid Accountant (Grade 2) to Assistant to the Controller (Grade 2) to Financial Analyst (Grade 5) to Senior Financial Analyst (Grade 5) shall be considered movement to a higher gradation of the same title. When a unit member who has earned a career appointment moves to another position where a career appointment is a possibility, consideration for career appointment is automatic after two (2) full years of service. The time may be extended by mutual agreement of the parties.
- A. Method of Appointment. All continuing and career appointments shall be made by the Board on the recommendation from the President.
- B. Consideration. Consideration for continuing or career appointment is automatic for all eligible probationary employees. All probationary employees may be considered for continuing or career appointment after one (1) full year of service in academic rank or unit title. Appointees shall be granted continuing or career appointment not later than the completion of a term of five (5) years of credited service in academic rank or unit title or their services must be terminated, except as provided in 4.3.C.

- C. Service Credit. The following shall be used in computing years of credited service:
1. Each consecutive appointment to academic rank or unit title;
 2. Periods of leave with salary during appointment periods;
 3. Periods of leave without salary at the discretion of the Board;
 4. Non-consecutive appointments to a maximum of three (3) years.
 5. Part-time employment while on unpaid leave per Article 11.12 to a maximum of three (3) years.
- D. Administrative Assignment. Any eligible person given an appointment with academic rank concurrent with or subsequent to administrative assignment shall acquire a continuing appointment in the same manner as otherwise herein provided, but such continuing appointment shall apply only to the position of academic rank.
- E. Retention of Continuing or Career Appointment. An appointment to a college administrative position shall be without loss of continuing or career appointment status in the position of academic rank or unit title held prior to the administrative appointment. An employee with a continuing or career appointment who moves to a new title and thereafter returns to the same or a similar position shall return with continuing or career appointment.
- F. Procedures. Not later than November 1 of the fifth year of credited services the appropriate College Administrator shall submit a written recommendation with justification as to the candidate to the appropriate Vice President or Dean. For the purposes of continuing and career appointment: If at the time of consideration for continuing and career appointment, unit members are assigned obligations in two (2) or more departments or Centers as part of their professional duties, recommendations for continuing and career appointment from all department heads or Deans will be used.
- G. Notice. Written notice that a continuing or career appointment is, or is not, to be granted shall be given not later than five (5) business days following the regular February Board meeting or March meeting in the event there is no February Board Meeting, preceding the completion of five (5) years of credited service.

- 4.3 Probationary Appointment. A probationary appointment is a full-time appointment prior to the granting or denial of continuing or career appointment.
- A. Duration. Probationary appointments shall be for a period not to exceed five (5) years of credited service.
 - B. Method of Appointment. All initial probationary appointments shall be made by the Board following recommendation from the President.
 - C. Renewal and/or Termination.
 - 1. Probationary appointments may be renewed but the accumulated time shall not exceed five (5) years of credited service unless by mutual agreement of the parties.
 - 2. An appointee with one (1) to four (4) years of service credit whose probationary appointment is, or is not, to be renewed shall be notified in writing not later than the first business day of June preceding the expiration date of the current appointment.
 - 3. The appointee, if to be renewed, shall signify, in writing, his/her intention to accept or reject appointment not later than two (2) weeks following notice of appointment. Said notice shall be by first class mail sent to the appointee's mailing address on file with the College, it being the sole responsibility of the employee to keep the College informed of his/her current mailing address. In the event that the appointee fails to respond to the notice of appointment within the two (2) week period, the College shall send a second notice to the appointee by registered or certified mail – return receipt requested. Absent good cause shown, an appointee's failure to submit his/her written statement of intention within two (2) weeks following the College's mailing of the second notice of appointment shall be deemed rejection of such appointment.
 - 4. The termination of a probationary employee in the third and subsequent years of credited service at the College is reviewable at the arbitration step of the grievance procedure limited solely to questions of compliance with the notice and evaluation provisions of this Agreement, including having been informed of any deficiencies in writing and receiving a reasonable opportunity to remedy the same.

4.4 Credit for Term Appointment. An employee employed on a term appointment and thereafter employed as a probationary employee in the same or similar position shall be given a maximum of three (3) years credit against the required probationary period and, if the service is not continuous or immediately preceding the probationary appointment, it must have been rendered within five (5) years preceding the probationary appointment.

4.5 Term Appointment. A term appointment is a full-time appointment to a unit position for a limited term of one (1) calendar year or less, for which continuing or career appointments are not available.

A. Examples: The following are types of positions for which term appointments may be made:

1. Administrative positions;
2. Special purpose assignment;
3. Position not expected to be continuing;
4. Replacement for personnel on leave;
5. Interim arrangement.

B. Academic Status. Persons holding term appointment may be granted academic rank consistent with their role and qualifications.

C. Expiration. A term appointment expires at the end of the stated term.

4.6 Promotion. Authority to grant promotions rests with the Board in its sole and absolute discretion following recommendations of the President.

A. Basis for Promotion. Promotion is based on merit.

1. Employees with Academic Rank. To be eligible to apply for promotion to the rank of Assistant Professor, an employee hired on or before August 1, 2007 with academic rank must have completed two (2) years in rank at Mohawk Valley Community College. An employee with academic rank hired after August 1, 2007 must have completed three (3) years in rank to be eligible to apply for promotion to the rank of Assistant Professor. To be eligible to apply for each subsequent promotion, an employee with academic rank must complete three (3) years in rank.

2. Employees without Academic Rank. To be eligible to apply for promotion from Level I to Level II, an employee in one of the titles without academic rank (Appendix D) must have completed three (3) full years of service in that title at Mohawk Valley Community College by December 31st of the application year. To be eligible to apply for promotion from Level II to Level III, an employee in one of the titles without academic rank (Appendix D) must have completed three (3) full years of service in that title since promotion to Level II. To be eligible to apply for promotion from Level III to Level IV, an employee in one of the titles without academic rank (Appendix D) must have completed three (3) full years of service in that title since promotion to Level III. An employee without Academic Rank who changes title shall retain his/her promotional level (i.e., Level I, II, III, or IV) for purposes of 4.6 (future promotional increases), 10.7 (retirement benefits) and 11.7 (accrual of vacation credits).

An employee without Academic Rank who changes title must normally complete three (3) full years of service in the new title before being eligible to apply for promotion to the next level. When the duties of the new title are not substantially different from the duties the employee performed in the old title, the College may waive this requirement.

3. Eligibility for Promotion. Eligibility shall be determined as of the date on which applications for promotion are due.
 4. Criteria. Criteria for promotion are determined by the College in the same manner for all employees.
- B. Consideration for Promotion. Consideration of an employee for promotion may be initiated by the Administration or by written request of the employee to the appropriate Administrative Supervisor.
 - C. Recommendation for Promotion. The President, together with his/her recommendation, will also forward to the Board of Trustees the point total from the Promotions Committee for all candidates who meet or exceed the established minimum total for that rank.
 - D. Denial of Promotion. The Employer will provide unsuccessful candidates for promotion a written summary of relevant deficiencies.

- E. Notification. Notification of the granting or denial of promotion shall be given within five (5) working days following the regular May meeting of the Board of Trustees.
- F. Effective Date. Promotions may be conferred at any time in accordance with the directives of the Board. Normally, promotions will become effective at the beginning of the academic year following that in which they are granted.
- G. Effective with the 2010-2011 fiscal year, employees will receive upon promotion to each rank or level increases in base salary as indicated. This increase is to be added to the base after the application of 9.2.B.

Instructor to Assistant Professor or Level I to Level II
\$1500

Assistant Professor to Associate Professor or Level II to Level III
\$2000

Associate Professor to Full Professor or Level III to Level IV
\$2500

- H. For the purposes of promotion: If at the time of application for promotion, unit members are assigned obligations in two (2) or more departments or Centers as part of their professional duties, recommendations for promotion from all department heads and Deans will be used.

4.7 Grant-Funded or Program-Funded Appointment. A grant-funded or program-funded appointment is a full-time appointment to a unit position supported by grant, program, contract, or other third-party funds.

- A. Duration. The appointment expires at the end of the stated period or whenever funding shall cease, whichever comes sooner.
- B. Renewal. A grant-funded or program-funded appointment may be renewed at the sole discretion of the College.
- C. Continuing Career, Probationary or Term Appointment. A unit member employed on a grant-funded or program-funded appointment is not eligible for continuing, career, probationary or term appointment.

- D. Academic Status. Persons holding grant-funded or program-funded appointments may be granted academic rank consistent with their role and qualifications.

- E. Credit for Grant-Funded or Program-Funded Employment. An employee employed on a grant-funded or program-funded position and thereafter employed as a probationary employee in the same or similar position shall be given a maximum of three (3) years credit against the required probationary period and, if the service is not continuous or immediately preceding the probationary appointment, it must have been rendered within five (5) years preceding the probationary appointment.

ARTICLE 5 – Professional Assignment

5.1 Wherever used in this Article the term:

- A. Teaching faculty shall mean those bargaining unit employees who normally teach as a major part of their professional obligation.
- B. Non-teaching faculty shall mean those bargaining unit employees who normally do not teach.
- C. Class period shall mean a fifty (50) minute period in which a group teaching method is employed, including recitations, lectures, discussions, demonstrations or combinations of these. Where class sessions are for two (2) or more consecutive periods, a break equal to ten (10) minutes for each sixty (60) minutes will be scheduled by the faculty member.
- D. A practicum period shall mean a fifty (50) minute period devoted to the direction and guidance of student application or development of principles, concepts, and skills in a particular physical environment. The practicum period includes laboratory, clinical laboratory, studio periods, drafting work, field trips, and internships. Where multiple consecutive practicum periods are scheduled, breaks equal to ten (10) minutes for each sixty (60) minutes of the practicum session will be scheduled by the faculty member.
- E. Contact hour shall mean a class period or a practicum period.
- F. Teaching credit hour shall mean a class period or two (2) practicum periods.
- G. Course shall mean a program of instruction recorded with the Registrar and designated by a single catalog number.
- H. Service, as used herein, shall mean the availability of the employee to properly perform the duties and responsibilities of his/her professional obligation.

5.2 Designation of contact hours as class periods or practicum periods for any new course or changes in such designation shall follow procedures established by the College Administration.

5.3 Employment Year

- A. For a fiscal-year employee an employment year shall begin on the first day of the fiscal year of the College (September 1) and end on the last day of the fiscal year (August 31).
- B. For an academic-year employee an employment year shall begin one (1) week before the start of instruction in the day classes of the fall semester and end eight (8) days before the start of instruction in the day classes of the subsequent fall semester.

5.4 Changes in Work-Year Obligations and Flex Time

- A. When employment-year obligations are changed, affected employees shall be notified of the change no later than three (3) months preceding the date for which the change is to be effective. In such instances the impact on all terms and conditions of employment will be negotiated with the Association.
- B. Upon prior written mutual agreement between an employee and the employee's immediate supervisor, and approved by the President or the President's designee, the employee's normal work schedule may be altered for a period of time up to, but not exceeding, one (1) year. Such work schedule may fall outside provisions of Articles 5.5 or 6.4. The College shall provide the Association with a copy of the agreement. The agreement may be renewed by mutual agreement of the employee and the immediate supervisor for up to one (1) additional year.

5.5 Work Day.

- A. The work day, except for teaching faculty in Nursing and Allied Health, shall be between 8:00 a.m. and 10:00 p.m. The work day for teaching faculty in Nursing and Allied Health shall be between 7:00 a.m. and 11:00 p.m. Except in the instance of intramural and coaching activities a teaching faculty member will be scheduled within an eleven (11) hour span, inclusive of meal periods.
- B. During the term of this agreement a committee will be formed to discuss the hours and extent of the workday. This committee shall consist of three (3) members appointed by the President of the Association, and three (3) members appointed by the College President.

5.6 Teaching Load; Full-time Teaching Faculty.

- A. The teaching load for the fall and spring semesters commencing the 1989-90 academic year shall be not more than thirty (30) teaching credit hours or thirty-six (36) contact hours. For those faculty achieving teaching load on the credit hour basis, the College may assign one (1) additional contact hour per academic year and pay the affected teaching faculty member for such additional hour(s) at the overload rate set forth in Appendix A (paragraph 9.3) annexed. For those faculty achieving teaching load on the contact hour basis, the College may assign up to three (3) additional contact hours in the academic year and pay the affected teaching faculty member for such additional hour(s) at the overload rate set forth in Appendix A (paragraph 9.3) annexed. Teaching faculty members may elect to teach twelve (12) teaching credit hours/fifteen (15) contact hours per semester provided written notice of such election is given by the electing teaching faculty member to his/her Dean by May 1 preceding the year in which reduced load is taken.

A faculty member may elect either [1] the spring semester or [2] the fall and spring semesters.

1. Where an election is for reduced load assignment for the academic year, the Association will grant a waiver covering annualization of load if timely requested and if assignment other than annualized would result in the employee being underloaded in one (1) semester and reasonable alternative scheduling is not available.
2. Any compensation for hours beyond reduced load will be pro-rata based upon the load reduction.
3. The base salary of a faculty member electing to teach a reduced load shall be reduced as follows:

<u>Academic Year</u>	<u>1 Semester</u>	<u>2 Semesters</u>
2016-2017	\$4,915	\$9,824
2017-2018	\$5,050	\$10,094
2018-2019	\$5,189	\$10,372

The foregoing sums were calculated by applying to the prior year's sums a percentage equal to the base unit salary increase for each year.

- B. Bargaining unit members who are assigned coaching duties will receive contact hour credit according to past practice. Each teaching credit hour is equivalent to five-sixths (5/6) of a contact hour.
- C. An optional overload (voluntary on the part of the teaching faculty) shall be permitted beyond the limitations set forth in paragraphs 5.5, 5.6.A, and 5.7.A hereof. Teaching faculty accepting such voluntary overload shall be compensated therefor at the overload rate set forth in Appendix A (paragraph 9.3) annexed. Credit courses and non-credit courses generating FTE credit, whenever offered, shall be subject to overload compensation. Compensation for other non-credit courses shall be based upon mutual written agreement between the Instructor and the College. Compensation shall be paid at the time of such overload instruction; however, adjustments in the faculty member's schedule assignment in subsequent semesters may be required to justify overload compensation. In the event that schedule assignment adjustments cannot be made to justify such overload compensation, the faculty member shall be required to reimburse the College for over-compensation to the extent that the foregoing annual maximums are not exceeded. Except as provided for in Article 5.6.D, the College has no obligation to assign such available courses to individual teaching faculty volunteering therefor. Faculty members electing to teach a reduced load may not teach overload assignments.
- D. Overload Compensation. Bargaining unit members will have priority for two (2) overload sections per session and the same will be made available to qualified non-teaching faculty members on an equal basis with qualified teaching faculty members. The College shall make assignment to such sections. This priority does not apply to a non-teaching bargaining unit member for any session during which that non-teaching bargaining unit member is on a reduced workload. Nor does this priority apply to any bargaining unit member on leave as further specified in 11.13.
1. Such priority will be commensurate with the practice whereby non-unit Administrators will continue to be assigned such sections.

2. Non-teaching faculty will be eligible to teach courses for overload compensation. Credit courses and non-credit courses generating FTE credit, whenever offered, shall be subject to overload compensation. Compensation for other non-credit courses shall be based upon written mutual agreement between the Instructor and the Administration.
3. Non-teaching faculty overload assignments shall not be made during the regular work day unless mutually satisfactory arrangements are made to permit the individual to meet his/her regular obligations.
4. Concurrent with or subsequent to the distribution of semester teaching assignments each Center will make available to all interested bargaining unit members a list of all sections then known to be offered that semester or summer session which have not been assigned on load. This list will be supplemented as additional sections become available through the day preceding open registration and shall include section times, contact hours, and locations. Notice of such additional sections shall also be given via the "All Full-time Employees" email distribution list. Bargaining unit members will have up to one (1) week but no later than the first day of open registration to request overload from this list. For sections created on or after the first day of open registration, it is incumbent upon unit members to give advance written notice of interest to the appropriate Deans in order to be considered for such openings. The procedures to be followed in requesting overload assignments shall be as contained in Appendix E.
5. Priority for a bargaining unit member is met when a member who has requested one (1) section is assigned and teaches one (1) section or when a member who has requested two (2) sections is assigned and teaches two (2) sections. The teaching of one (1) overload assignment by a bargaining unit member shall take priority over teaching by a classified employee, a part-time employee, a second assignment for a bargaining unit member, or one (1) assignment for a non-unit administrator. The teaching of two (2) overload assignments by a bargaining unit member shall take priority over teaching by a classified employee or a part-time employee and over a second assignment to a non-unit administrator.

6. The exercise of priority rights as above by a bargaining unit member in no way obliges the College to assign more than a total of twelve (12) contact hours of overload per academic year excluding intersession and summer terms to each qualified bargaining unit member.
 7. Upon prior mutual written agreement between the unit member and the appropriate College Administrator, teaching in the intersession or the summer session(s) may be considered as load. Intersession or summer session(s) on load shall not result in reduced load as provided in Section 5.6.A of this Article. In the event a unit member is no longer affiliated with the College, any unused intersession or summer teaching considered as load will be compensated at the overload rate in effect at the time the teaching was performed.
- E. Duties of and compensation or release time for the coordinating of departmental or Center or administrative functions shall be based upon mutual agreement between the employee and the Administration. Such agreement shall terminate at the end of the stated term. Such agreement shall be automatically renewed for the same length of time as the original agreement unless either party terminates the agreement in writing at least thirty (30) days prior to its expiration. These activities may include, but shall not be limited to, course development, coordination of team teaching, and committee assignments.
- F. Team Teaching. When a course is team taught, teaching load shall be pro-rated among the assigned teaching faculty.

5.7

- A. Except as provided in section 5.12 hereof, preparations shall not exceed three (3) per semester. A waiver will be issued if additional preparations are necessary to constitute a full teaching load. While the College retains the right to assign three (3) course preparations, reasonable effort shall be made to assign fewer.

Physical Education faculty shall not be assigned in excess of three (3) course preparations per each seven-and-one-half (7 1/2) week session.

- B. Teaching assignments for any given semester listing the courses to be taught shall be distributed to teaching faculty members no later than five (5) weeks prior to the beginning of the semester in which they become effective. Any adjustments in teaching assignments subsequent to this five (5) week notification shall be made and conveyed, in writing, to the teaching faculty member as soon as practical. Adjustments in teaching assignments to accommodate adjunct or overload employment shall require the written consent of the affected teaching faculty member.

5.8

- A. Teaching faculty shall schedule, post conspicuously and be available to their students for at least five (5) office hours per week distributed over the days of the week when classes are in session to provide instructional or other assistance. Faculty teaching web based courses may schedule one (1) virtual office hour per web based course up to a maximum of two (2) of the five (5) office hours per week. Virtual office hours will be posted in the same way as other office hours, and faculty will be available on line at those times to provide instructional or other assistance.
- B. By mutual agreement of supervisor and faculty member, office hours may be flexed to accommodate student needs during peak academic times. Such agreement or lack thereof shall not be subject to evaluation.

5.9 The teaching load of teaching faculty who may be on leave or who will be appointed for a period of less than two (2) semesters shall be prorated.

5.10 The size of a section scheduled for a class, or practicum period for a particular course shall be determined by the Administration.

- A. The expected size for a section scheduled for a class period shall be thirty-five (35) students.
- B. The Administration will make every effort to form a new section when any given class size exceeds forty (40) students as of the Census Date.
- C. The size of a practicum section will reflect health and safety considerations, and availability of space and equipment.
- D. Nothing herein shall prevent the College from providing for large lecture classes or adjusting class or practicum sessions.

5.11 Nothing herein shall prevent the parties from waiving any of the provisions of this article where such action is determined by the parties to be in the best interests of an employee, or the College. Said waiver must be in writing and mutually agreed upon by the parties.

5.12 The provisions of paragraphs 5.7 and 5.10 of this article shall be subject to the availability of funds and space.

5.13 When class sessions of courses taught at correctional facilities require time in addition to that specified in paragraph 5.1 of this Article, that time shall be used for tutoring and be compensated, therefore, at the tutoring rate set forth in Appendix A (paragraph 9.8) annexed. Such tutoring time shall not be counted toward teaching load as determined by Article 5.6.

5.14 Instructional Technologies

A. Instructional Technologies

1. The parties shall establish a joint committee to negotiate the impact on all terms and conditions of employment resulting from the adoption of, implementation of, or changes in instructional technology. The committee shall meet upon the request of either party. This committee shall consist of three (3) members appointed by the President of the Association, and three (3) members appointed by the College President.
2. Instructional Technology shall not be used for the purpose of reducing the number of, consolidating, or eliminating bargaining unit positions.

B. Interactive Television

1. Definition. Interactive television exists when an instructor provides instruction by way of live interactive television from one site to another site or to a number of sites at the same time.

Any of the sites may be the one at which the instructor is present.

2. Basis of Participation. Participation in interactive television instruction shall be voluntary.
3. Training and Preparation

- a. A bargaining unit member who volunteers for interactive television instruction shall be offered training in the use of necessary technology prior to the start of the initial assignment. The College shall determine the type of training and shall make the training available prior to the start of the initial assignment.
 - b. Additional training shall be offered where feasible as determined by the College at the request of the bargaining unit member.
 - c. The College shall compensate each bargaining unit member an additional credit/contact hour toward teaching load or overload compensation during the first semester the bargaining unit member volunteers for and is assigned to interactive television instruction. The College may grant an additional hour of such compensation during the first semester the bargaining unit member uses interactive television instruction after major changes in technology.
4. **Class Size.** Initial credit for any interactive television instruction, regardless of the number of sites, shall be one (1) section on load or overload. Once the combined enrollment at all sites exceeds thirty-five (35), the bargaining unit member shall receive additional compensation as follows:

<u>Total Enrollment</u>	<u>Compensation</u>
36 – 42	0.20 X overload rate
43 – 49	0.40 X overload rate
50 – 56	0.60 X overload rate
57 – 63	0.80 X overload rate
64 – 68	0.95 X overload rate

Before the number of students in a section of interactive television instruction exceeds sixty-eight (68), the parties shall reach agreement on compensation for the additional students.

5. **Support Services.** Bargaining unit members who agree to a College request to provide proctoring or other two-way interactive television services in addition to other job duties or outside the work day as specified in Article 6.4 shall be

compensated at the advisement rate.

6. Location of Instructor. The College may assign the instructor of a two-way interactive television section to provide instruction from each of the sites. The bargaining unit member so assigned shall be reimbursed per Article 6.5.
7. Conduct of Session. Recordings of such class sessions may not be used for evaluation without the written permission of the bargaining unit member. Any observation of such sections shall be made following the same procedures used for observation of classes taught by other methods.

C. Web-Based Courses

1. Definition. A web-based course is a course approved by the College for online instruction. A hybrid course eligible for compensation (Section 5.14.C.5) is a course approved by the College for online instruction of which at least twenty percent (20%) is delivered online. If a web-based course consists of an off-the-shelf, pre-authored, or an uploadable cassette/CD/DVD from a book publisher or any other multi-media vendor, it is defined as a prefabricated web-based course. Such a prefabricated course may be used as a web-based course by a bargaining unit member but it is neither subject to ownership nor compensation as described herein.
2. Basis of Participation. Participation in web-based courses shall be voluntary for all bargaining unit members unless a bargaining unit member is otherwise informed in the appointment letter.
3. Technical Support. The College is committed to providing the best training and technical support possible to instructors of web-based courses both during the developmental period and when the course is offered. Faculty and staff who intend to create online courses must be trained in the technology, special skills and methods necessary for online instruction including retraining to address changes in technology. Training will be offered by the College at a mutually agreeable time. The statement of principle contained herein and the commitment to training contained herein are not subject to the arbitration step of the grievance process.

4. **Class Size.** Beginning with the ratification of this agreement, all web-based courses will have a cap of twenty-five (25). Upon mutual written agreement with the bargaining unit member, the cap may be raised above twenty-five (25), but not to exceed forty (40).
5. **Compensation.** Once the terms of the contract between the unit member and the College are fulfilled, the College shall compensate each bargaining unit member who develops an approved web-based course as follows for original course development.

First three (3) credit-hour course developed effective September 1, 2013, \$1,111; effective September 1, 2014, \$1,133; effective September 1, 2015, \$1,156.

Second or subsequent three (3) credit-hour course developed effective September 1, 2013, \$859; effective September 1, 2014, \$876; effective September 1, 2015, \$894.

Compensation for developing courses with fewer or more than three (3) credit-hours will be prorated proportionately based upon credit hours. Development monies will be paid in two (2) equal installments, the first half-way through development and the second when the terms of the contract are met.

A bargaining unit member who is approved to modify a course developed by someone else will be compensated effective September 1, 2013, \$253; effective September 1, 2014, \$258; effective September 1, 2015, \$263 per three (3) credit-hour course with proration as above. This amount may be increased at the discretion of the College.

The College shall provide additional compensation to each bargaining unit member who teaches a web-based course as follows:

First three (3) credit-hour course taught:

First semester effective September 1, 2013, \$1,010; effective September 1, 2014, \$1,030; effective September 1, 2015, \$1,051.

Second semester effective September 1, 2013, \$404; effective September 1, 2014, \$412; effective September 1, 2015, \$420.

Second or subsequent three (3) credit-hour course taught:

First semester effective September 1, 2013, \$859; effective September 1, 2014, \$876; effective September 1, 2015, \$894.

Compensation for teaching courses with fewer or more than three (3) credit-hours will be prorated proportionately based upon credit hours.

Compensation for developing or teaching part of a course (e.g. the lecture part of a lecture and lab course) will be based on the number of credit-hours assigned by the College to the part of the course developed or taught.

6. Ownership and Assignment. Except as provided in this section, a bargaining unit member who develops a web-based course in conjunction with the unit member's job or teaching assignment, with any extended time or released time, or as a project authorized or directed by the College, shall own that course. For the purpose of determining authorship, the development of a web-based course shall not be construed as work for hire. No part of the course may be used, altered, or modified by the College without the written permission of the unit member. An entire web-based course developed with the support of the College may not be used in competition with the College without the written permission of the College during the bargaining unit member's employment with the College.

Bargaining unit members who create an original web-based course will maintain ownership and priority to teach one (1) section of the course per semester by seniority. Developers and redevelopers of courses shall be given seniority in chronological order. Once priority has been met for all developers and redevelopers of a given course, assignment begins again with the most senior creator until all sections are assigned.

In every case that an agreement to share is requested by the College, the creator will be given first option to share the course with a colleague without compensation.

In the event that the creator of a web-based course chooses not to teach the course or is at maximum load and overload, the creator may be given the option of allowing usage of the course by the College for teaching by other instructors. During the usage period, the creator will maintain seniority rights to teach the course.

Effective September 1, 2013, the compensation for usage shall be as follows:

\$303 per credit hour for one (1) year's usage
\$404 per credit hour for two (2) years' usage
\$505 per credit hour for three (3) years' usage

Effective September 1, 2014, the compensation for usage shall be as follows:

\$309 per credit hour for one (1) year's usage
\$412 per credit hour for two (2) years' usage
\$515 per credit hour for three (3) years' usage

Effective September 1, 2015, the compensation for usage shall be as follows:

\$315 per credit hour for one (1) year's usage
\$420 per credit hour for two (2) years' usage
\$525 per credit hour for three (3) years' usage

In the event a bargaining unit member allows usage of a course, it will be offered to qualified bargaining unit members to teach before non-bargaining unit members.

Voluntary sharing or allowing usage of courses will not be subject to evaluation.

Redevelopment of courses created by bargaining unit members will be limited to other bargaining unit members.

The parties acknowledge that as a general rule qualified bargaining unit members shall have first rights to develop web-based courses offered at the College. The Association recognizes that there may be exceptions to this rule based on unique qualifications of a non-bargaining unit member. The

College will notify the Association during any semester in which a non-bargaining unit member has developed a course.

Upon a bargaining unit member's separation from the College, the College will obtain joint ownership of any course for which it pays effective September 1, 2013, \$404; effective September 1, 2014, \$412; effective September 1, 2015, \$420 per credit hour. This shall be voluntary for all courses created prior to ratification of the ratification of the 2010-2013 agreement on August 8, 2012.

7. Administrative Observation.

- a. For the Purpose of Formal Evaluation. Observation of web-based courses for the purpose of formal evaluation shall follow the same procedures used for observation of classes taught by other methods.
- b. For Other Purposes. The College may observe web-based courses for other purposes, including but not limited to compensation pursuant to Section 5.14.C.5 and adherence to third-party requirements. In such instances, the College will notify the instructor in advance in writing (which includes e-mail) of the section to be observed, when the observation will begin and when the observation will end. The College may visit web-based courses for the purpose of response to technical problems without prior written notification.

5.15 Dual-Credit Courses

- A. Definition. Dual-credit courses are courses taught in high schools which carry both high school and Mohawk Valley Community College credit.
- B. Dual-credit courses shall not be used for the purpose of reducing the number of, consolidating or eliminating bargaining unit positions.
- C. Assignment.
 1. The College may request the services of a qualified bargaining unit member to teach a dual-credit course on load. The bargaining unit member shall have the right to refuse the request.

2. Dual-credit courses shall not be available for overload assignment except at the option of the College.

D. During the term of the agreement the parties shall establish a Joint Committee(s) to study and make recommendations about dual credit courses and instructional technology (Sections 5.14.A.2 and 5.14.C.4). Such recommendations, if mutually acceptable to the parties to this agreement, may be implemented at any time. This committee shall consist of three (3) members appointed by the President of the Association, and three (3) members appointed by the College President.

5.16 Combined sections in the Engineering Technologies and Trades

The following shall be the method to determine the compensation for combined sections in CNC Machinist Technology, Machinist Technology, Carpentry and Masonry, Welding, and Airframe and Powerplant courses. Such shall also be the method used for any future courses in the Engineering Technologies and Trades by mutual agreement. Those sections taught simultaneously during the same session by a single bargaining unit member and which require one-hundred and twenty (120) academic hours of instruction and which have a combined enrollment of twenty-four (24) or fewer students on the census date shall be credited a total of eight (8) contact hours toward load or overload for the combined sections. If the combined enrollment of such sections exceeds twenty-four (24) students, the bargaining unit member will receive additional compensation according to the following table.

<u>Number of Students on the Census Date</u>	<u>Contact Hours</u>
25 - 30	3
31 - 36	6

The number of preparations may not exceed three (3) at any time except for overload unless the parties mutually agree to allow more than three (3) following procedures used to implement Section 5.11 of the collective bargaining agreement.

ARTICLE 6 – Professional Obligation

- 6.1 The professional obligation of a fiscal-year employee shall begin on the first day of the fiscal year of the College or on the effective date of appointment, whichever is later, and continue to the last day of the fiscal year. Except as provided in 6.3, the professional obligation of an academic year employee shall begin one (1) week prior to the first day of instruction in the day classes of the fall semester or the effective date of appointment, whichever is later, on which day he/she shall report for service, unless otherwise directed by the College, and continue until one (1) week beyond May Commencement.
- 6.2 Employees will be available at such times scheduled or required to satisfactorily complete their professional obligation. Such availability will normally be on campus except by arrangement with the appropriate College Administrator. The professional obligations and duties will include, but not be limited to, attending all meetings scheduled by the appropriate College Administrative Officer or College Administrator; all meetings of committees to which they have been appointed or elected; providing academic advisement; instructional advisement; attending all meetings called by the President; and attending either the December or May Commencement at the option of the College.
- 6.3
- A. Non-teaching faculty will be provided with a job description for their position. Should the job description include the concept of other duties as assigned, such other duties shall be construed to mean only those other duties that are related to the job description. Excepting Librarians and such other classifications of employees as have heretofore been otherwise scheduled, the normal schedule for non-teaching faculty shall be on-campus availability Monday through Friday for seven (7) consecutive hours each day, exclusive of meal periods, unless on vacation (fiscal-year obligation only) as approved by the appropriate College Administrator. The normal schedule for Librarians and such other classifications, as herein above mentioned, shall be on-campus availability five (5) days per week, seven (7) consecutive hours each day, exclusive of meal periods, unless on vacation (fiscal- year obligation only) as approved by the appropriate College Administrator.

Licensed Mental Health Counselors shall be assignable between 8:00 a.m. and 10:00 p.m. for seven (7) consecutive hours each day, exclusive of meal periods, Monday through Friday.

- B. During the term of this agreement a committee will be formed to discuss the hours and extent of the workday. This committee shall consist of three (3) members appointed by the President of the Association, and three (3) members appointed by the College President.

6.4

- A. Unit members may be assigned to fulfill their professional obligation at the Utica campus, the Rome campus, or off-campus sites. Unit members who have professional obligations (excluding overload) at more than one (1) site on the same day and who use their own motor vehicles for transportation shall be reimbursed at the federal mileage rate for travel between work sites. For purposes of this Agreement, travel one-way between the Utica and Rome campuses is twenty (20) miles.
- B. Unit members assigned to fulfill their professional obligation (excluding overload) at an off-campus site located ten (10) miles in excess of the distance normally traveled by the unit member to the on-campus site to which the unit member is primarily assigned as determined by the College and who use their own vehicles for transportation will be reimbursed at the federal mileage rate for travel for the excess distance. For the purposes of this Agreement these distances will be determined by a mutually agreed upon online driving distance calculation website.
- C. Assignments to the off-campus sites located at prisons or correctional facilities shall be subject to the following conditions:
 - 1. Employees hired beginning with the 1989-90 year may be assigned to off-campus sites located at prisons and/or correctional facilities. Assignment to off-campus sites located at prisons and/or correctional facilities is voluntary for all employees hired before the 1989-90 year.
 - 2. Participants in the program will be provided a full orientation.

6.5 Collegial and Public Service Activity

- A. Before a bargaining unit member agrees to involvement in a collegial or public service activity, the unit member and the appropriate College administrator may discuss adjustments in the unit

member's work schedule to accommodate time spent beyond the normal work schedule per 6.3.

- B. Failure to accept involvement in a specific collegial or public service activity shall not be used in a bargaining unit member's evaluation nor shall it become part of a promotion recommendation.
- C. The College retains all rights to consider and comment on collegial and public service involvement as provided in 7.1.A and 4.6.A.4.

6.6 Advisement. During the term of the agreement the parties shall establish a Joint Committee to study and make recommendations regarding the scheduling of and compensation for advisement. Such recommendations, if mutually acceptable to the parties to this agreement, may be implemented at any time. This committee shall consist of three (3) members appointed by the President of the Association, and three (3) members appointed by the College President.

6.7 Non-teaching Pay Grade Assignments. During the term of the agreement the parties shall establish a Joint Committee to study and make recommendations regarding the assignments of pay grades to non-teaching professional positions based upon qualifications, responsibilities, job scope, and other factors. Such recommendations, if mutually acceptable to the parties to this agreement, may be implemented at any time. This committee shall consist of three (3) members appointed by the President of the Association, and three (3) members appointed by the College President.

ARTICLE 7 – Evaluation and Employee Records

7.1 Evaluation

- A. At least once each year, the professional activities of each employee who holds a probationary, term, or grant-funded appointment shall be formally evaluated, in writing. Employees holding continuing or career appointment will be evaluated at intervals determined by the College, but at least once every five (5) years. Employees on leave will be evaluated at the option of the College. Such evaluation (recognizing that variations occur among disciplines) will be in accord with the standards and procedures adopted by the College. Such formal evaluation of employees shall be made through consideration of, though not limited to, the following factors: teaching and/or professional performance, collegiality, professional growth, and public service. The evaluator shall discuss the formal evaluation with the employee who shall be given the opportunity to inspect and duplicate each evaluation. At the conference, to be held no later than the last day of the professional obligation for academic year employees and no later than the last working day in July for fiscal year employees. The employee shall have the right to bring any material he/she feels is pertinent to the proper consideration of the nature and scope of the formal evaluation prior to its submission to the appropriate College Administrative officer. The employee has the right to supplement the evaluation, and any such material shall become a permanent part of the employee's personnel file. At such conference, the employee's total academic and professional program that year and cumulatively to date shall be reviewed.
- B. Areas that are not suitable for evaluative comment include but are not limited to:
1. Carrying a reduced load at the employee's option.
 2. All or part of an unauthorized audiotape or videotape of a class or practicum made by a student.
 3. Non-participation in a specific activity set forth herein as voluntary.

The College retains all rights to consider and evaluate the level of participation in activities as provided in Article 4 and Section 7.1.A.

- 7.2 Employee Records. The College shall maintain one (1) official Human Resources File for each employee. This file should be located in the Human Resources Office and shall contain, among other things, the following items:
- A. Copies of all formal evaluations of the employee made pursuant to this Article.
 - B. Information relating to the employee's academic and professional accomplishments submitted by the employee to be placed in the file at his/her request.
 - C. Any other materials which become pertinent to an employee's evaluation for any purpose. The Human Resources File shall be available for review by the employee's representative, under written authorization by the employee, during normal office hours. Copies of materials shall be made by the College and furnished to the employee upon his/her request and at his/her expense.
 - D. An employee will be notified at the time of inclusion of any material in his/her Official Human Resources File and will be provided a copy thereof.
 - E. Failure of any unit employee to give at least thirty (30) calendar days' notice of termination of his/her employment, except for reasons of health or serious hardship, may, at the option of the College, be noted in the employee's Human Resources file including for the purpose of subsequent recommendations.
- 7.3 Discipline. The parties affirm the concept of progressive discipline including oral warning, written warning, written reprimand, suspension, and termination.
- A. Notice of Charge. The initiation of a disciplinary charge against an employee shall be in writing subscribed or endorsed by the appropriate administrator as determined by the President of the College; shall contain a reasonably detailed description of the charges being brought against the employee; the penalty sought and shall inform the employee of his/her right of Professional Association representation.

- B. Right to Meet. The employee may, within seven (7) working days of the notification of the charge, call for a meeting with a representative(s) of the College, as determined by the College, for the purpose of providing clarification and specifics of the charge and the opportunity to dispose of the charge without further processing. This meeting shall be held within seven (7) working days of the employee's request.
- C. Right to Respond. Within seven (7) working days of this meeting or within ten (10) working days of notice if no meeting was called for, the employee may respond in writing to the allegation. Such response shall be without prejudice to any forthcoming grievance activity.
- D. Disposition. Within ten (10) working days of the employee's response, or lack thereof, the College will notify the employee of the disposition of the charge, including the specific disciplinary action, if any, to be imposed. A copy will be provided to the Professional Association if the employee has elected Association representation. Upon notification the employee may acquiesce or proceed under the representation of the Association to a formal grievance per Article 15 of this agreement on the issue of the propriety of the discipline. Acceptance of the College's disposition shall in no way compromise the employee's right to respond to the charge by way of the employee's official personnel file.
- E. Exclusions. The provisions of this article apply only to those actions determined by the College to be discipline. Excluded hereunder are matters covered under Article 4.
- F. No Precedent Established. The disposition of any particular case short of arbitration shall not constitute a precedent nor prejudice the position of either party with respect to matters processed hereunder.
- G. Before the issuance of the notice of the charge outlined in Section 7.3.A, the College may inform an employee that discipline may be avoided or lessened by eliminating recurrence of alleged misconduct. The College is free to suggest, in whatever manner, that the use of EAP may be helpful to accomplish the elimination of such alleged misconduct. In the pre-charge stage, EAP should not be phrased as an either/or option.

ARTICLE 8 – Employment Policies

8.1

- A. Professional Vacancies. The College shall post prominently a notice of any vacancy in a permanent full-time professional position at the College. Such notice shall be posted prior to or concurrently with publication elsewhere and shall include the duties and desirable qualifications for the position. Qualified bargaining unit members shall be given consideration equal to others in filling such vacancies.
- B. Upon request by the Association, the College shall provide the unit designation for any vacancy in a full-time professional position.
- C. The College maintains its right to determine the level of services to be offered.
- D. The College may transfer vacant bargaining unit positions to a different Center, department, or title.

8.2 Transfers.

- A. Definition.
 - 1. A transfer for a teaching faculty member is a move to a different academic Center with the same professional rank.
 - 2. A transfer for any non-teaching faculty member is a move to the same or a different job title in a different department or Center at the same grade.
- B. An employee may be transferred to perform duties for which, in the opinion of the College, he/she is qualified. Before such transfer is acted upon by the Board of Trustees, the employee has the right to discuss the proposed transfer with the College Administrator(s) concerned.

8.3 Seniority. For the purposes of retrenchment, seniority shall apply as follows:

- A. A bargaining unit member will accumulate seniority based upon initial date of appointment to a bargaining unit position.
- B. If an employee moves to a position represented by the Association of

Mohawk Valley Administrators, the employee shall maintain seniority the same as existed on the day of appointment to the new position. Upon return to the bargaining unit, the employee shall resume accumulation of seniority.

8.4 Retrenchment.

A. Identification of Retrenched Employee.

1. Teaching Bargaining Unit Members

a. Teaching faculty within the same course group shall be terminated in the reverse order of their accumulated seniority. For purposes of retrenchment, a course group shall consist of all courses with the same alphabetic prefix (e. g., MA) eligible for assignment on load or for compensation at the overload rate. In the event of any change in alphabetic prefix or any creation of a new alphabetic prefix, the College shall notify the Association in writing within five (5) business days of the College's final determination or the College's receipt of notice from an external agency. Initial assignment of an employee to a course group, or reassignment of an employee to a course group, shall exclude any course group in which that employee's assignments have been exclusively overload assignments under paragraph 5.6.C.

(1) A teaching faculty member shall be assigned to the course group in the employee's current Center which contains the greatest proportion of contact hours taught by the employee within the current and five (5) prior academic years.

(2) If a teaching faculty member has equal contact hours in two (2) or more course groups within the employee's current Center, the employee shall be assigned to that course group among the groups in which the tie exists on the basis of the section scheduled first in the most recent term.

b. There shall be no retrenchment of a member of the

teaching faculty assigned to a course group until the elimination of all overload and part-time teaching in that course group unless no member of the faculty assigned to that course group is qualified to teach such courses as determined by an accrediting agency.

- c. In the event that the Employer undertakes a retrenchment, a teaching faculty member subject to retrenchment shall be known as an identified employee.
 - (1) Prior to retrenching the identified employee, the Employer shall reassign the identified employee as hereunder.
 - (a) If the identified employee has teaching experience in multiple course groups, reassignment shall be to the course group within the current Center which contains the next greatest proportion of contact hours taught by the employee until all reassignment possibilities within that Center are exhausted.
 - (b) If the identified employee has equal contact hours within two (2) or more course groups within the current Center, the employee shall be assigned to that course group among the groups in which the tie exists on the basis of the section scheduled first in the most recent term.
 - (c) Subsequently the employee shall be reassigned in the same way to course groups in which the employee has taught while a member of a department or Center offering the courses in that group, no matter where that course group is now.
 - (2) Within the reassigned group a teaching load shall be made available to the identified employee at the expense of part-time teaching and overload teaching unless no member of the faculty assigned to that course group is qualified to teach such courses as determined by an accrediting agency.
 - (a) If the elimination of part-time and overload

teaching creates less than a full teaching load, the identified employee, if not the least senior person in that course group, shall displace the least senior person in that course group.

- (b) If least senior, the identified employee shall continue to be reassigned as herein until eligibility for reassignment is exhausted. At that point the identified employee becomes a retrenched employee.

2. Non-Teaching Bargaining Unit Members

- a. Non-teaching bargaining unit members within the same department or Center and with the same title and whose job duties require the same or similar qualifications shall be terminated in reverse order of their accumulated seniority. Upon final approval of any elimination, creation, or consolidation of department(s) or Center(s), the College shall notify the Association in writing within five (5) business days.
- b. There shall be no retrenchment of a non-teaching bargaining unit member until the elimination of part-time professional employment and on-going compensatory time within the employee's title until less than a full work load remains.
- c. In the event that the Employer undertakes a retrenchment, a non-teaching bargaining unit member subject to retrenchment shall be known as an identified employee.
 - (1) Prior to retrenching the identified employee, the Employer shall reassign the identified employee to a bargaining unit position previously held and currently staffed. If the identified employee has held multiple positions, initial reassignment shall be to the most recent position which the employee has previously held.
 - (2) Within the reassigned position, a work load shall be made available to the identified employee at the expense of part-time professional work and on-going compensatory time.
 - (a) If the elimination of part-time professional

work and on-going compensatory time creates less than a full work load, the identified employee, if not the least senior person in that position, shall displace the least senior person in that position.

- (b) If least senior, the identified employee shall continue to be reassigned as herein until eligibility for reassignment is exhausted. At that point the identified employee becomes a retrenched employee.

B. Notification of Retrenchment

When the number of teaching bargaining unit employees is to be reduced, the Employer will, in writing, notify those employees affected by five (5) business days after the April Board meeting prior to the effective date of retrenchment. When the number of non-teaching bargaining unit employees is to be reduced, the Employer will provide not less than six (6) months written notice thereof prior to the effective date of retrenchment.

C. Rights upon Retrenchment

1. In the event less than a full workload remains after the redistribution of functions, duties and services resulting from the retrenchment, a part-time opportunity exists.
 - a. Unless the retrenched full-time employee is not qualified, the College shall firstly and once offer such part-time opportunity to that employee.
 - b. In the event that the retrenched employee is not qualified for or refuses the part-time opportunity, the College shall once offer the functions, duties and services of the part-time opportunity to bargaining unit members, unless not qualified, as an increase or change in the workload of the employee(s) for appropriate compensation.
 - c. In the event that functions, duties, and services of the part-time opportunity remain unstaffed after the application of the above, the College may offer part-time employment to a non-unit member.
 - d. Upon the separation of the non-unit member, the College

will repeat steps b and c above.

2. Upon notification of retrenchment an employee will receive primary consideration for:
 - a. Transfer to an available position;
 - b. Retraining for assignment to an available position;
 - c. Fulfillment of the employee's work obligation by performing available work both within and outside of the employee's current department or Center and/or during summer sessions;
 - d. In any of the foregoing instances, the employee must be qualified as determined by the Board; the opportunity applies to work within and outside of the employee's current job title; the performing of such services does not constitute a transfer; the opportunities shall be at the expense of overload assignments and part-time employees.
3. A retrenched employee shall be provided a waiver of tuition (after the contribution of any grants-in-aid up to the cost of tuition) and fees credited to College revenue accounts for enrollment at MVCC in up to sixty-four (64) credit or non-credit remedial hours or five (5) years, whichever comes first, provided that such retraining begins within one (1) year of the date of retrenchment. A retrenched employee pursuing a certificate or degree program will be required to matriculate and apply for financial aid.

D. Rights Subsequent to Retrenchment

For three (3) years following retrenchment, a retrenched employee shall have preferred eligibility for an available full-time position for which the employee is qualified, either in or outside of the employee's title, department, Center, or course group. If a retrenched employee is rehired to the same or a previously held full time bargaining unit position or title, the employee maintains all rights and seniority less time of lay-off. If a retrenched employee assumes a different position or title, the employee is considered a new hire and loses previously accumulated seniority.

ARTICLE 9 – Compensation

Applicable salaries and matters of economic concern for the term of this Agreement shall be as set forth in Appendix A, hereto annexed and incorporated herein by this reference.

ARTICLE 10 – Other Economic Benefits

10.1 Retirement Programs. The Employer shall continue contributions to the several retirement programs available to employees at the rate authorized by law, and employees shall continue to be eligible for those retirement benefits and allowances permitted by law.

10.2 Health Insurance

- A. The College shall implement and continue to make available to bargaining unit members, and their eligible dependents, the BluePPO Option H group health insurance plan, with no co-payment for inpatient hospitalization, and with three-tiered premium rates.
- B. For bargaining unit members hired prior to September 1, 1988, the College shall pay 100% of the premium cost for individual and any form of dependent health insurance coverage, based on the cost of the traditional Excellus Health Plan, and the member shall pay 0% of said premium cost. For bargaining unit members hired on or after September 1, 1988, the College shall pay 80% of the premium cost for individual and any form of dependent health insurance coverage, based on the cost of the traditional Excellus Health plan and the member shall pay 20% of said premium cost. At such time that the traditional Excellus Health plan is discontinued by the insurance carrier, the above costs will be based on the cost of the aforesaid Blue PPO Option H Plan.
- C. The current Excellus traditional health plan, with three-tiered premium rates, shall continue to be provided (but only so long as Excellus continues to offer such plan) to those bargaining unit members hired prior to January 1, 2007, and their eligible dependents, as the sole alternative plan to the aforesaid BluePPO Option H Plan for said members. If the member opts for the Excellus traditional health plan, his/her premium contributions shall be at the same percentage rates as stated in 10.2.B above, i.e., either 0% or 20% of the premium cost of the traditional health plan.
- D. The College shall continue to make available to bargaining unit members the current self-insured Maxor Plus Plan with \$5/\$30/\$45 co-payments for retail pharmacy services and \$10/\$60/\$90 for three (3) months via mail order.

Specialty medications will be received through MAXOR specialty pharmacy only. Prescriptions filled generic unless medical necessity

as determined by physician.

- E. For bargaining unit members hired prior to September 1, 1988, the College shall pay 100% of the premium cost for individual and any form of dependent prescription drug coverage, and the member shall pay 0% of said premium cost. For bargaining unit members hired on or after September 1, 1988, the College shall pay 80% of the premium cost for individual and any form of dependent prescription drug coverage, and the member shall pay 20% of said premium cost.
- F. The College shall continue to make available to bargaining unit members, and their eligible dependents, the Delta Dental PPO Plus Premier plan.
- G. For bargaining unit members hired prior to September 1, 1988, the College shall Pay 100% of the premium cost for individual and any form of dependent dental insurance coverage, based on the cost of the Delta Dental PPO Plus Premier plan and the member shall pay 0% of said premium cost. For bargaining unit members hired on or after September 1, 1988, the College shall pay 80% of the premium cost for individual and any form of dependent dental insurance coverage, based on the cost of the Delta Dental PPO Plus Premier plan and the member shall pay 20% of said premium cost.
- H. Changing job titles or transfers within the bargaining unit does not constitute rehiring with regard to 10.2.
- I. The College shall maintain the aforesaid health insurance coverage unless the parties mutually agree to change such coverage. During the term of the agreement the parties shall establish a Joint Committee to study and make recommendations for possible alternative insurance carriers and/or coverage. Such recommendations, if mutually acceptable to the parties to this agreement, may be implemented at any time. The added costs of any change in carriers and/or coverage, savings as the result of any changes in carriers and/or coverage, the rate of contribution by employees, and the designation of unit employees making such contributions, if any, shall be subject to negotiation. This committee shall consist of three (3) members appointed by the President of the Association, and three (3) members appointed by the College President.
- J. Upon ratification of this agreement, the College shall extend benefits to domestic partners under the same terms as Sections 10.2.A, 10.2.B, 10.2.C, 10.2.D, 10.2.E, 10.2.F, 10.2.G, subject to plan

provisions and no later than January 1, 2013.

- K. The College shall provide a health insurance waiver payment for Association members who opt out of the College health insurance plan. Such payment shall be \$750 for the family plan and \$300 for the individual plan. All individuals who wish to participate in the waiver may be required to provide proof of alternative insurance to the College.
- L. Effective September 1, 2012, the family insurance waiver payment shall be as follows:
1. One (1) to twenty-five (25) bargaining unit participants.
Payment is \$750.
 2. Twenty-six (26) to thirty (30) bargaining unit participants.
Payment is \$1500.
 3. Thirty-one (31) to thirty-five (35) bargaining unit participants.
Payment is \$2250.
 4. Over thirty-five (35) bargaining unit participants.
Payment is \$3000.

Sections 10.2.L.1, 10.2.L.2, 10.2.L.3 and 10.2.L.4 shall sunset on August 31, 2013.

- M. Effective January 1, 2007, those employees, and only those employees, who were hired on or after September 1, 1988, and who had 2-person coverage under either the MVP plan or CDPHP plan as of December 1, 2006, shall receive a contribution from the College for their health insurance coverage equal to, but no more than, 80% of the premium cost for full family coverage under the traditional Excellus Health Plan. At such time that the traditional Excellus Health plan is discontinued by the insurance carrier, the above costs will be based upon the cost of the Blue PPO Option H plan.

10.3 Indemnification. The Employer shall provide insurance coverage to protect the employee from financial loss arising out of any claim, demand, suit, or judgment by reason of the alleged negligence of such employee provided the employee, at the time such damages were sustained, was acting in the course of his/her official duties and within the scope of

his/her employment, and such act did not result from the willful act or gross negligence of the employee and, provided further, that the employee, within five (5) days of the time he/she is served with any summons, complaint, process, notice, demand, or pleading, will deliver the original or a copy of the same to the Vice President for Administrative Services.

10.4 Death Benefit. The named beneficiary or the estate, as the case may be, of an employee who dies while in service shall receive that benefit payable by the retirement program in which the employee participated.

10.5 Employees in Nursing and Allied Health and Student Health Center who are required to obtain malpractice insurance shall be reimbursed up to \$100 toward the annual premium cost.

10.6 Required Procedures. The College may require and, if so, will pay for the post-deductible uninsured cost of physical examinations, lab or diagnostic tests, and immunizations.

10.7 Retirement Benefits

A. Eligibility. Employees fifty-five (55) years of age at the time of retirement and/or eligible to retire under their retirement program, and who have at least ten (10) years of service at the College, and who hold academic rank of Professor or Associate Professor or promotional level of Level IV or Level III, are eligible for the benefits provided herein. Employees who have achieved the rank of Level II by September 1, 2007 shall be grandfathered into this provision.

B. Limitation. During a fiscal year the College shall make the provisions of this section available to no more than ten (10) bargaining unit members on the basis of length of service in the bargaining unit. Such total sum length of full-time service in the bargaining unit need not be continuous.

- C. Effective with the 2012-2013 fiscal year of notice as referenced in Section 10.7.E, as a supplement to the retiree health insurance benefit referenced in Section 10.8 of this Agreement, a sum of money equal to \$383.33 for each unused, accumulated day of sick leave, but not to exceed \$46,000, shall be credited to the account of the retiree to pay the retiree's share of health insurance premiums, until the sum is exhausted. If such a retiree should die before this benefit is exhausted, the remainder of the benefit shall continue to be applied to the health insurance premiums of any eligible dependent of the retiree who was covered under the College's health insurance plan at the time of the retiree's death but only until the remaining benefit is exhausted or said dependent(s) is/are no longer covered under the College's health plan for any reason. There shall be no payment made to the estate of a retiree or dependent under any circumstances. Furthermore, an employee who is eligible to receive the benefits in this Section 10.7 may apply donated sick leave days under Section 11.2.B toward the \$46,000 maximum sum above, provided the employee satisfies the criteria for, and is granted donated sick leave, subject to the conditions of Section 11.2.B.
- D. **Electronic Access.** With the exclusion of access to the administrative data base, a retiree shall have the same computer software privileges and access including electronic mail, network software for word processing, spreadsheets, and graphics available to members of the bargaining unit with the same title the retiree had while employed. Fees and costs if applicable shall be paid by the retiree. Computer privileges and access will be for the period of three (3) calendar years from the date of retirement and may be extended at the option of the College.
- E. Subsequent to the 2002-2003 year, employees who wish to retire under this provision shall notify the Executive Director of Human Resources in writing no later than the close of business on the first business day of September of the fiscal year in which they wish to retire. For the 2013-2014 year only, the notification date shall be extended to 30 days after the Memorandum of Agreement is ratified by all parties. The decision to retire shall become irrevocable once the retiree and the College have concluded a separate contract. The

employee shall have fifteen (15) working days after receipt to accept and sign the contract. Failure to execute and return the contract within that period shall constitute withdrawal of notice.

- F. Retirement Date. The retirement date for an eligible employee shall be December 31 of the fiscal year of notice unless the College and the employee agree upon another date.
- G. Disability. An employee who meets the eligibility requirements of 10.7.A and who fails to give notice of retirement by the first business day of September and who is subsequently forced to retire during that fiscal year because of disability shall be allowed to submit notice after the first business day of September. If the limitation specified in 10.7.B has not been reached for that fiscal year, the employee shall receive the benefits specified in this section on the employee's date of retirement. If the limitation specified in 10.7.B has been reached for that fiscal year, the employee will be in the pool of employees considered for the benefits in the next fiscal year for which the benefit is available.

The College, at its option, may require proof of disability. Proof shall consist of medical documentation satisfactory to the College of the nature of the disability requiring the employee's retirement and/or, at the option of the College, examination of the employee by a health care practitioner chosen by the College. The cost of such examination shall be borne by the employee.

- H. The College shall have no responsibility to notify bargaining unit members of their potential eligibility for this benefit nor of the date by which notice is due.

10.8 Upon retirement the retiree shall have the health insurance benefit provided under Board of Trustees Policy Number 3.24.

- A. Retired employees will be allowed the option to remain on the health insurance plans they had as active employees through August 31 of the year in which they retire, or to elect such coverage effective June 1 of the year in which they retire, together with a base salary payout.

10.9 Tuition Waiver. Employees who retire after September 1, 2002, but not their dependents, shall be provided the same tuition waiver benefits subject to the same conditions and limitations as active bargaining unit member employees.

10.10 Benefit Fund

- A. Effective September 1, 2002, the Association will establish a Benefit Fund for the purpose of providing a program of benefits.
- B. Effective September 1, 2008, the College's annual contribution to the Fund shall be \$400 per bargaining unit member.
- C. Number of bargaining unit members is defined as the number of employees employed in unit titles on the first business day of September of each year commencing September 1, 2002.
- D. The payment schedule will be on the first business day on or after:

October 1st	50%
January 15th	50%

ARTICLE 11 – Leaves of Absence

11.1 Continuous Service. Employees on authorized leaves of absence with or without pay shall not be deemed to have interrupted continuous services with the College, but such periods of absence shall not be considered in meeting service requirements for eligibility for consideration for a continuing appointment or career appointment as may be appropriate to their status or conditions of employment.

11.2 Sick Leave

A. Beginning on the date of his/her appointment, an employee shall accrue one and three-quarters (1.75) days of sick leave credit per calendar month (or major fraction thereof) of service to the College. In no event shall an employee's sick leave accruals exceed two hundred and twenty-five (225) days. Sick leave accruals may be used by employees who are unable to perform their duties including overload teaching because of personal illness or illness in the employee's immediate family. The term "immediate family" shall mean the employee's grandparent, parent, sibling, spouse, child or grandchild, mother-in-law or father-in-law, sister-in-law or brother-in-law or an individual who serves in the same relationship. An employee may use up to two (2) weeks of sick leave for the purpose of, and immediately upon, the placement with the employee of a child for adoption or foster care.

B. Sick Leave Donation Program

1. Intent. The intent of the sick leave donation program is to provide a means to assist bargaining unit members who, because of long-term serious personal illness or the long-term serious illness of an immediate family member as defined in 11.2.A, have exhausted their accrued sick leave and would otherwise be subject to loss of income during a continuing absence from work. This program is not intended to provide supplemental income which would result in compensation levels exceeding normal wages for employees who have other sources of substitute income such as that provided by disability insurance programs. Neither is it intended for use by employees disabled under Workers' Compensation

2. General Policies.

a. Donors

- (1) The identity of a donor shall not be disclosed by the College without the permission of the donor.
- (2) Donations are made from sick leave accruals.
- (3) Donations must be made in whole day amounts.
- (4) A bargaining unit member may make more than one (1) donation to a recipient.
- (5) Unused donations are returned to the donor in reverse order of receipt.

b. Eligibility. To be eligible the bargaining unit member must:

- (1) Have completed at least one (1) year of service;
- (2) Be absent due to non-occupational illness or disability for which medical documentation satisfactory to the College is submitted or required or to care for a spouse, a child, a parent, or an individual who serves in the same relationship with a serious health condition approvable under the FMLA;
- (3) Be approved for the leave donation program by a joint committee, two (2) members of which are selected by the Association and one (1) member of which is appointed by the President of the College.
- (4) Have exhausted sick and other leave accruals due to long-term illness.

c. Procedures

- (1) When a bargaining unit member's sick leave accrual has been exhausted due to long-term illness, the employee may indicate the employee's wish to receive donations from this program by informing the College following procedures determined and published by the College.
- (2) Once eligibility has been determined, solicitation for donations may be made by the recipient or by other employees. The College shall not solicit donations on the employee's behalf.

d. Recipients

- (1) Donations are made to a specific bargaining unit member.
- (2) Donations are used on a first-donated, first-used basis.
- (3) There is a sixty (60) day life-time limit on the total number of days a bargaining unit member may receive while employed at the college.
- (4) Vacation and sick leave accruals are not earned by recipients.
- (5) Health insurance premiums, retirement contributions and other benefits provided herein shall continue as long as the recipient is on donated leave.

11.3 Jury and Court Appearance. The Employer shall permit an employee showing proof of call to jury service, or subject to appearing as a witness pursuant to subpoena, to absent himself/herself without charge to leave credits during such period when required to so serve or appear, as the case may be, provided that any fees, excluding mileage allowances, received by him/her as a juror shall be paid over to the Employer in a daily amount not to exceed the daily rate of compensation paid as salary.

11.4 Professional Leave Without Salary. The Employer may grant leaves of absence without salary, not to exceed one (1) year, for the purpose of permitting an employee to commence, continue, or complete advanced study, serve as an exchange teacher, serve with a professional organization, or to perform research in his/her area of professional competence when, in the opinion of the Employer, such leave would be in the best interests of the employee and the College, and when such absence would not unduly affect normal College operations or the academic program. The Employer may extend such leaves for additional periods of not to exceed one (1) year each. Employees granted such leaves shall continue to be eligible for participation in retirement and health insurance programs to the extent permitted by law at their own cost and expense.

11.5 Funeral and Bereavement Leave. The Employer shall permit employees to absent themselves, without loss of salary, not to exceed four (4) days to attend the funeral and for other concerns resulting from the death of a member of the employee's immediate family. The term immediate family shall mean grandparent, parent, sibling, spouse, child or grandchild, mother-in-law, or father-in-law, or an individual who serves in the same relationship.

In the event of the death of any employee's brother-in-law or sister-in-law, the Employer shall permit the employee to absent himself/herself, without loss of salary, for two (2) days to attend the funeral and for other concerns resulting from the death.

- 11.6 Sabbatical Leave. Sabbatical leaves will be granted by the College to employees in accordance with standards and practices developed by the College. Such leaves may be granted for one (1) semester at full pay or one (1) year at half-pay.

Pursuant to and in accordance with the rules of relevant regulating bodies, all benefits such as retirement premiums, group insurance plans, and the like shall continue in effect during the sabbatical period. A career or continuing appointment shall remain in effect and sabbatical leave period shall accrue service credit and vested rights in accordance with the regulations of the subscriber's pension plan.

11.7 Vacation Leave.

- A. Accrual of Vacation Credit: Fiscal-year employees serving on a full-time basis shall accrue credits for vacation leave at the following rates:

1. Employees hired prior to 9/1/98:
 - a. Level I: 21 days per year
 - b. Level II: 22 days per year
 - c. Levels III and IV: 23 days per year
2. Employees hired after 8/31/98:
 - a. Level I: 15 days per year
 - b. Level II: 19 days per year
 - c. Levels III and IV: 23 days per year

All accruals shall be per calendar month during each month (or major fraction thereof) of their service to the College. In addition, such employees shall be entitled to an additional day of vacation leave for each bank holiday on which required to work. No vacation leave shall be accrued by or be granted to an academic-year employee.

- B. Accumulation of Vacation Credit: Vacation leave credits may not be accumulated in excess of forty (40) days. Any employee who loses vacation credit through the fault of the College will receive compensation for the vacation time lost.

- C. Use of Vacation Leave Credit: Vacation leave may not be taken prior to accrual thereof. Vacation leave shall be taken at such times as may be approved by the President or his/her designated officer. Employees will be notified in writing of approval or denial of their vacation leave request no later than ten (10) work-days from the date of the request. No charge to vacation leave shall be made with respect to a day during which an employee would not otherwise have been required to work, such as bank holidays or special days designated by the County.
- D. Holidays: Fiscal-year employees serving on a full-time basis shall receive the following paid holidays:
- | | |
|-----------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Columbus Day |
| Lincoln's Birthday | Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
- E. In-lieu-of Days: The College may designate up to five (5) consecutive work days in lieu of up to five (5) of the foregoing holidays to be taken between the end of the Fall semester and the beginning of the Spring semester each of the three (3) years of this agreement. Bargaining unit members will be notified of the College's election on or prior to September 1.

11.8

- A. Individual Personal Leave. Bargaining unit members shall be entitled to three (3) days of personal leave per academic year. Notice of intent to utilize such leave will be made (except in emergencies) a minimum of two (2) working days in advance, in writing, and is to be directed to the President or his/her designee through the immediate supervisor following procedures established by the College. In addition to notice of intent to utilize personal leave, bargaining unit members seeking personal leave for commencement, during the week before the beginning of classes in the fall and spring semesters, final registration, or during the final examination period must also specify the purpose of the leave. Only in exceptional circumstances will a notice of intent to utilize personal leave be honored at these times. If personal days are not used, the days will convert to sick leave.
- B. Bargaining Unit Personal Leave. In addition to the individual

personal leave provided herein, the College shall annually make available twenty (20) days of leave for use by members of the bargaining unit. This leave may be utilized upon the approval of the President of the Professional Association. Notice of intent to utilize such leave will be made (except in emergencies) a minimum of two (2) working days in advance to the immediate supervisor with a copy to the Executive Director of Human Resources. Leave recipients shall be permitted to rearrange their schedule or to otherwise provide coverage for their own classes and/or duties, subject to review by their immediate supervisor and approval by the Executive Director of Human Resources. Such leave shall be taken in increments of one-half (1/2) day.

- 11.9 Other Leaves. The President, at the President's discretion, may recommend members of the bargaining unit of the College for other leaves of absence at full salary or reduced salary to become effective upon approval of the Board or may grant such leave without salary.

Such leave shall include, but is not limited to, the following: in addition to the twelve (12) weeks of leave required by the Family Medical Leave Act, the President shall grant up to an additional six (6) weeks of unpaid leave in order to give birth, or to care for a newborn child, or for placement with the employee of a child for adoption or foster care, if such leave does not absent the bargaining unit member from the delivery of instruction in more than one (1) semester. The President, at the President's discretion, may extend this leave to a total of one (1) year. The employee, at the employee's discretion, may use vacation, compensatory, or sick (if appropriate) leave, as part of such leave. Use of paid and/or unpaid leave in excess of the above limits shall be as provided herein.

Application. Applications for such leaves of absence shall be made to the President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the College.

- 11.10 Limitations-Term Appointment. Notwithstanding anything contained in this article, no leaves of absence shall be deemed to extend the terms of members of the bargaining unit having term appointments, and all leaves of absence shall, in any event, terminate upon expiration of such terms.

- 11.11 Association Leave. The Association President or his/her designee shall

be afforded five (5) days paid leave per academic year for the purpose of attendance at NYSUT state-wide conferences/conventions of Representative Assemblies, Community College Conference and NYSUT Committee meetings, Notice of the taking of such leave shall be forwarded to the Executive Director of Human Resources not less than fifteen (15) business days in advance thereof.

Three (3) days shall be provided as paid leave to the Association President or his/her designee for the purpose of lobbying activities on behalf of the College. Notice of taking such leave shall be forwarded to the Executive Director of Human Resources not less than two (2) business days in advance thereof.

Leave recipients shall be permitted to rearrange their schedule or to otherwise provide coverage for their own classes and/or duties, subject to review by their immediate supervisor and approval by the Executive Director of Human Resources. Such leave shall be taken in increments of one-half (1/2) day.

11.12 Part-time employment while on leave. A bargaining unit member on leave may temporarily work on a part-time basis subject to the following conditions:

- A. All part-time employment shall be by mutual written agreement among the College, the Association and the bargaining unit member. Such agreement may be terminated by ten (10) working days' notice by either the College or the bargaining unit member.
- B. Part-time employment may include work at home and/or the College.
- C. During part-time employment for a bargaining unit member on unpaid leave, all pay and benefits shall be prorated.
- D. During part-time employment for a bargaining unit member on paid leave, the use of leave shall be prorated.

11.13 The College shall not be required to afford a bargaining unit member who is on leave as specified in 11.2, 11.4, 11.6, 11.9 or 11.12, any priority consideration for overload assignments under 5.6.D. Bargaining unit members commencing any such leave while teaching overload, or who begin a reduced work load while teaching overload, shall not be removed from the overload assignments(s) for the duration of such overload assignments(s) on account of commencing of any such leave.

ARTICLE 12 – Past Practices

This agreement represents the total agreement between the parties, and the parties agree that all past practices with respect to subjects covered by this agreement, whether expressed, inferred, or implied, which conflict with any part of this agreement are superseded by it; past practices with respect to subjects not covered by this agreement, if any, shall be subject to the provisions of Article 3 of this agreement.

ARTICLE 13 – Conclusion of Negotiations

This agreement is the entire agreement between the Employer and the Association; terminates all prior agreements and understandings not specifically covered under the terms of this agreement and concludes all collective negotiations between the parties during its term. During the term of this agreement, neither party will unilaterally seek to modify its terms through legislation or other means. The Board and the Association agree to support jointly any legislative or administrative action necessary to implement the provisions of this agreement. The Board and the Association acknowledge that except as otherwise expressly provided in this agreement, they have fully negotiated with the terms and conditions of employment and have settled them for the term of this agreement in accordance with the provisions hereinabove stated.

The Association and the Employer agree that all previously executed Settlement Agreements, as well as any future Settlement Agreements shall automatically become an enforceable part of the successor and subsequent Collective Bargaining Agreements, unless:

- A. The Settlement Agreement specifically indicates that it shall sunset upon ratification of the successor Collective Bargaining Agreement; OR
- B. Through negotiation of a successor or subsequent Collective Bargaining Agreement, it is expressly agreed and explicitly stated in said Collective Bargaining Agreement that a particular Settlement Agreement is voided.

ARTICLE 14 – Savings Clause

This agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provision of this agreement and/or any application of the agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE 15 – Grievance Procedure

The Employer and the Association mutually agree that all grievances be processed free of coercion, discrimination, or reprisal. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not constitute a precedent with regard to any grievances that may later be filed.

- A. A grievance is defined as an allegation by the Association or a member or members of the bargaining unit of misinterpretation, misapplication, or discriminatory application of a specific term, condition, or provision of this agreement by the Employer.
- B. The grievance procedure shall be as follows:

Step One. Prior to the filing of any written grievance the grievant (the Association and concerned individual) will attempt to resolve the grievance informally with the immediate administrative supervisor.

If a grievance has unit-wide application, the immediate supervisor shall be the Executive Director of Human Resources. Written filing of a grievance at Step 1 will be with the Executive Director of Human Resources or his/her designee and will be no later than thirty (30) calendar days following the date on which the act or omission giving rise to the grievance occurred or the date on which the grievant first knew or reasonably should have known of such act or omission if that date is later. The Executive Director of Human Resources or his/her designee may request the grievant to meet in an effort to resolve the grievance. The Executive Director of Human Resources or his/her designee shall reply to the grievant, in writing, within fifteen (15) calendar days following his/her receipt of the grievance.

Step Two. An appeal from an unsatisfactory decision at Step 1 shall be presented in writing to the office of the President by the grievant within seven (7) calendar days of receipt of the Step 1 determination. The President or his/her designee may, within seven (7) calendar days of receipt of such appeal, schedule a Step 2 review to be held within fourteen (14) calendar days thereof, and may designate a Hearing Officer to preside thereat. In the event a review is held and presided over by a Hearing Officer, a record shall be prepared and forwarded to the President or his/her designee within seven (7) calendar days of the completion of the review and shall include the Hearing Officer's findings of fact and recommendation, if any. The President or his/her designee shall issue his/her determination within seven (7) calendar days of receipt of the appeal, or of receipt of the record if a review has been held.

Step Three. An appeal to arbitration from an unsatisfactory decision at Step 2 may be made by submission in writing to the Cornell Alternative Dispute Resolution(ADR) Arbitration and Mediation Program or to the American Arbitration Association with copy to the President within ten (10) calendar days of receipt of the Step 2 determination. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in the selection of an arbitrator and all proceedings relating to the arbitration of the grievance. The President or his/her designee may initiate a contract grievance at this Step 3 and proceed directly to arbitration.

- C. The arbitrator shall have no power to add to or subtract from, modify, or expand the provisions of this agreement in arriving at the determination; shall confine the decision solely to the interpretation of this agreement; and shall not require either party to do or refrain from doing an act beyond his/her, its, or their powers, as provided by law or otherwise.

The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor include in the decision observations or declarations of opinion not essential to the reaching of the determination.

A record of the proceedings shall be made if requested by the Employer or the Association. All fees and expenses of the arbitrator and the record shall be equally divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

- D. The award of the arbitrator shall be in writing, shall be signed by the arbitrator, and shall be final and binding on the parties and be subject only to the provisions of Article 75 of the New York Civil Practice Law and Rules.
- E. All forms required hereunder for the presentation of grievances and appeals shall be supplied by the Employer.
- F. The parties may mutually agree, in writing, to extend the time limits herein specified.

ARTICLE 16 – Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.


ARTICLE 17 – Term

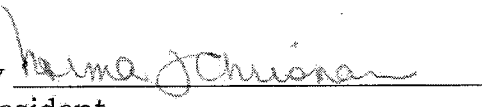
This agreement shall be effective as of September 1, 2016, and remain in effect through August 31, 2019.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the dates as indicated in the manner following:

MOHAWK VALLEY COMMUNITY COLLEGE

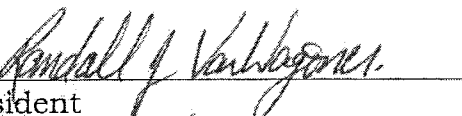
MOHAWK VALLEY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION

By 
Chair, Board of Trustees

By 
President

Date 5/21/18

Date 5/22/18

By 
President

By 
Chair, Negotiations Team

Date 5/21/18

Date 23 May 18

By _____
County Executive

Date _____

APPROVED AS TO FORM:

By _____
Oneida County Attorney

Date _____

APPENDIX A
SALARIES AND ECONOMIC CONSIDERATION

9.1 Basic Salary Plans.

- A. Definition: The term basic salary shall mean the annual salary, exclusive of any supplemental salary received or other forms of additional compensation, paid to the employee in connection with his/her normal professional obligation.
- B. Basic salary upon initial appointment shall be at an amount which is commensurate with the credentials and experience of the candidate and his/her anticipated value to the College in the judgment of the Board.
- C. The minimum salary levels for the unit job titles shall be:

<u>Level</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
Instructor	\$45,999	\$47,264	\$48,564
Asst. Professor	\$50,166	\$51,545	\$52,963
Assoc. Professor	\$55,146	\$56,663	\$58,221
Professor	\$66,022	\$67,837	\$69,703
Grade 1	\$35,876	\$36,863	\$37,876
Grade 2	\$39,165	\$40,242	\$41,348
Grade 3	\$45,998	\$47,263	\$48,563
Grade 4	\$48,324	\$49,653	\$51,018
Grade 5	\$51,601	\$53,020	\$54,478

9.2 Basic Salary Adjustment.

- A.
 - 1. Each employee who continues in service for the year 2016-17 shall receive a salary increase of 2.9% to be added to the employee's 2016-17 base salary effective at the beginning of the employment year as defined in Section 5.3 or as provided in Section 9.2.B.2.

2. Each employee who continues in service for the year 2017-18 shall receive a salary increase of 2.75% to be added to the employee's 2017-18 base salary effective at the beginning of the employment year as defined in Section 5.3 or as provided in Section 9.2.B.2.
 3. Each employee who continues in service for the year 2018-19 shall receive a salary increase of 2.75% to be added to the employee's 2018-19 base salary effective at the beginning of the employment year as defined in Section 5.3 or as provided in Section 9.2.B.2.
- B. Effective September 1, 1998 if an employee's base salary falls below the stated minimum in the employee's pay category, said salary shall be adjusted to the minimum prior to the application of the foregoing percentage adjustments. This provision shall not apply to raise the reduced salary amounts of those employees electing reduced load pursuant to Section 5.6.A hereof.
1. Nothing herein shall prevent the granting of selective increases by the Board upon recommendation of the President.
 2. Fiscal Year employee; Percentage increases
 - a. A fiscal year employee whose first day of work is on or after September 1 but no later than the last day of February of the initial year of employment shall be eligible for 100% of increases under this article on September 1 of the next employment year. A fiscal year employee whose first day of work is on or after March 1 of the first employment year shall be eligible for increases under this article as follows:

<u>First Day of Work</u>	<u>Percent of Annual Increase</u>
March 1 to March 31	90%
April 1 to April 30	80%
May 1 to May 31	70%
June 1 to June 30	60%
July 1 to July 31	50%

A fiscal year employee whose first day of work is August 1 to 31 shall be eligible for increases under this article on September 1 of the next calendar year.

- b. An academic year employee whose first day of work is on or after the beginning of the employment year but no later than the last day of January shall be eligible for 100% of increases under this article at the beginning of the next employment year. An academic year employee whose first day of work is on or after February 1 of the initial year of employment shall be eligible for increases under this article as follows:

<u>First Day of Work</u>	<u>Percent of Annual Increase</u>
February 1 to February 28 or 29	90%
March 1 to March 31	75%
April 1 to April 30	65%
After April 30	50%

The above dates are based on an academic calendar in which second semester begins in mid to late January. If that date is changed, the parties will adjust the increase dates for Academic Year employees accordingly.

- c. The following shall not disqualify a bargaining unit member from receiving increases under this article:
- (1) Changes in title;
 - (2) Changes in rank;
 - (3) Changes in promotional level;
 - (4) Changes from faculty to non-teaching professional;
 - (5) Changes from non-teaching professional to faculty;

- C. Each current or former bargaining unit member employed during the term of this Agreement shall receive a retroactive payment computed upon the difference between his/her new base salary rate(s) effective for the year 2011-2012, and the amount previously received for those hours or periods actually compensated, including overtime for bargaining unit members where applicable, for such years.

- 9.3 Compensation for overload as outlined in paragraphs 5.6.A, 5.6.C, and 5.9 and for instructional services rendered during summer sessions shall be \$63.95 per hour effective beginning the Fall semester, 2016; \$63.95 effective beginning the Fall semester, 2017; and \$65.00 effective

beginning the Fall semester, 2018. Compensation for bargaining unit members under this section will be prorated when a bargaining unit member is unable to complete his or her assignment due to an approved leave of absence of eight (8) consecutive calendar days during which classes are normally scheduled.

- 9.4 Bargaining unit members who perform academic advisement services beyond that required by their professional obligation shall be paid at an amount equal to one-half (1/2) the overload rate as contained in 9.3.
- 9.5 Compensation for overload service will be paid as earned in accordance with the normal payroll schedule.
- 9.6 In the event an employee accepts assignments to perform services for which no compensation rate is specified herein including but not limited to services beyond his/her work year, he/she will receive additional compensation at the rate of his/her annual salary for each week (1/5 of 1/40 for each day) of said service to the College.
- 9.7 The assignment and compensation for individual study shall be based upon mutual agreement between the teaching faculty member and the College Administration.

The assignment of bargaining unit members who evaluate applications for credit for life experience and who administer and evaluate credit by examination shall be based upon mutual agreement between the bargaining unit member and the College. Compensation shall be two-thirds (2/3) of the fee contained in the then current tuition and fee schedule.

- 9.8 A teaching faculty member who volunteers and is assigned to provide tutoring services shall be compensated at an amount equal to two-thirds (2/3) of the overload rate as contained in 9.3.
- 9.9 Except as provided in Article 5.4.B, should a non-teaching faculty member be required to work in excess of his/her normal schedule, he/she will receive compensatory time off, said time to be mutually agreeable to the employee and the appropriate College Administrator. Absent mutual agreement, the employee will receive payment for the unused compensatory time no later than the employee's second regular pay date following the work in excess of his/her normal schedule. Should the employee work more than forty (40) hours in a week, the employee shall receive 1.5 hours of compensatory time for each hour worked over forty (40). Vacation, personal, and compensatory time taken shall not be counted as hours worked for purposes of determining when the rate of 1.5 is applied.

9.10 Fiscal year employees who are contacted off-campus to report to work outside of their normal schedule shall be compensated for a minimum of three (3) hours.

9.11 Compensation for substitute instruction will follow past practice.

9.12 Longevity. Effective September 1, 2013, each employee shall be eligible for the following annual longevity payments separate from base salary:

A. After 10 years of service – \$725

After 20 years of service – an additional \$725

After 30 years of service – an additional \$725

After 35 years of service – an additional \$725

Said payment shall be paid on a pro rata basis with each paycheck.

9.13 STEP and CSTEP

The compensation rate for bargaining unit members who perform STEP and CSTEP tutoring or mentoring shall be paid at an amount equal to the tutoring rate as specified in 9.8 of the Collective Bargaining Agreement.

The compensation rate for bargaining unit members who perform STEP and CSTEP group teaching presentations shall be paid per hour at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement.

9.14 Dual Credit

The compensation rate for bargaining unit members who perform an initial mentorship of a high school teacher teaching a dual-credit course shall be paid at eight (8) times an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement per semester.

The compensation rate for bargaining unit members who perform a subsequent mentorship of a high school teacher teaching a dual-credit course shall be paid at five (5) times an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining agreement per semester.

Those unit members who conduct dual-credit site visits at a high school and who use their own vehicles for transportation will be reimbursed at the federal mileage rate according to the following formulae:

On days with no professional obligation on campus:

Reimbursable mileage = (total distance traveled per day for site visits) minus (10) minus (round trip distance normally traveled to meet on-campus professional obligation)

On days with professional obligation on campus:

Reimbursable mileage = (total distance traveled per day for site visits and round trip distance normally traveled to meet on-campus professional obligation) minus (10) minus (round trip distance normally traveled to meet on-campus professional obligation)

For the purposes of this agreement these distances will be determined by a mutually agreed upon online driving distance calculation website.

9.15 Assessment

The compensation rates for bargaining unit members who perform SUNY Strengthened Campus-Based Assessment (SCBA) activities for mathematics, critical thinking, and written communication shall be as follows:

Attendance at off-campus SUNY Strengthened Campus-Based Assessment (SCBA) rubrics and standards training workshops shall be compensated at \$150 per day. The College shall provide travel expenses and meals, at the per diem rate.

A presenter for on-campus SUNY Strengthened Campus-Based Assessment (SCBA) rubrics and standards training workshops shall be compensated per hour at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement. Presenters will also receive an additional 0.5 hours of compensation at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement.

Attendance at on-campus SUNY Strengthened Campus-Based Assessment (SCBA) rubrics and standards training workshops shall be compensated per hour at an amount equal to the tutoring rate as specified in 9.8 of the Collective Bargaining Agreement.

Second and third readings of SCBA student "artifacts" shall be compensated per hour at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement. The College reserves the right to adjust the bargaining unit members' compensation

should a bargaining unit member score less than six (6) "artifacts" per hour. The College shall not unreasonably apply this right.

9.16 Placement Testing

The compensation for bargaining unit members who perform scoring of placement test writing samples shall be paid per hour an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement.

9.17 Compensation for Learning Community Teaching, Planning, and Collaboration

Learning Community Planning

The compensation rate for all bargaining unit members who volunteer and are assigned to provide instruction in a Learning Community shall be paid per hour for pre-semester initial planning and for pre-semester final planning at the per diem rate as specified in Article 9.6 of the Collective Bargaining Agreement if such planning falls outside of obligation or during intersession.

For Learning Community planning that occurs during obligation, compensation shall be per hour at an amount equal to two-thirds (2/3) of the overload rate as specified in Article 9.3 of the Collective Bargaining Agreement.

Learning Communities and Non-Teaching Bargaining Unit Member Participation

Should a non-teaching bargaining unit member agree to teach a class as part of a Learning Community during the regular work day, mutually satisfactory arrangements shall be made to permit the individual to meet his/her regular obligations as per Article 5.6.D.3.

Non-teaching bargaining unit members shall be compensated to teach Learning Community courses at the overload rate according to 9.3 of the Collective Bargaining Agreement.

9.18 Honors Program

Bargaining unit members who volunteer and are assigned to mentor a

student in an honors project related to a credit bearing course shall be compensated at \$140 per student per project per semester.

APPENDIX B
ACADEMIC FREEDOM

The College endorses the principle of Academic Freedom, desires to foster in its students a respect for differing points of view, and supports the faculty's freedom to present controversial issues relating to topics in the classroom. It is the policy of MVCC to maintain and encourage full freedom, within the law, of discussion, inquiry, teaching, research, curriculum and program development, and evaluation and assessment. In the exercise of this freedom, faculty may, without limitation, discuss their subjects and contextual material in the classroom. In their roles as citizens, faculty have the same freedoms as other citizens. However, in their extramural utterances, they have an obligation to indicate that they are not speaking for the institution. The College may invite outside speakers representing diverse points of view. In return, it reserves the right to insure that opportunity be provided to challenge these views.

The above statement is not subject to the contract grievance procedure. It may, however, be used in a dismissal proceeding as a defense.

APPENDIX C
POSITION ASSIGNMENTS

Grade 1

Assistant Coordinator of Child Care Services
CSTEP Project Coordinator
Educational Applications Assistant
EOC Technical Assistant
Financial Aid Assistant
STEP Project Coordinator
Student and Residence Life Specialist
Technical Assistant
Technical Assistant, Student Activities and Student Housing
Technical Assistant – Disability Services
Technical Assistant – Events
Technical Assistant – Institutional Advancement
Technical Assistant – Institutional Assessment
Technical Assistant – Learning & Academic Affairs
Technical Assistant – Video
Tutor/Mentor
Tutor/Mentor – Mathematics
Tutor/Mentor – Writing
Upward Bound Tutor/Mentor
Youth Academic Specialist

Grade 2

Admissions Counselor
Assistant Network Coordinator
Assistant to the Associate Dean of Physical Education and Athletics
Assistant to the Director of Athletics
College Nurse
Coordinator of Child Care Services
Coordinator of Events and Facilities Use
CSTEP Project Assistant
Data Specialist
Disability Accommodations Specialist
Education Applications Assistant
Educational Systems Assistant
Enrollment Associate
EOC Counselor
Evaluation Coordinator
Events Coordinator
Financial Aid Accountant

Financial Aid Advisor
Health Services Laboratory Assistant
Health Services Retention Specialist
Intake and Process Support – Rome
Learning and Assistive Technology Support Specialist
Librarian
Media Content Coordinator
Programmer
Publications Coordinator
STEP Project Assistant
Student Enrichment Associate
Student Services Specialist
Student Services Specialist – Adult Services
Student Success – Rome
Supervisor of Residence Hall Facilities
Technical Assistant – Academic
Technical Assistant – Academic – Art
Technical Assistant – Academic – Athletics
Technical Assistant – Academic – Educational Technologies
Technical Assistant – Academic – Engineering and Technologies
Technical Assistant – Academic – Hospitality Programs
Technical Assistant – Academic – Life Sciences
Technical Assistant – Academic – Physical Education
Technical Assistant – Academic – Physical Science
Technical Assistant – Placement Testing
Technical Assistant – Theatre
Technical Assistant/Retention Specialist
Upward Bound Program Coordinator
Visual Media Coordinator
Website Designer
Youth Academic Program Coordinator

Grade 3

Admissions Specialist
Advisement Specialist
Assistant Director of the Student Service Center
Assistant Registrar
Career and Student Employment Specialist
Career and Job Placement Counselor
College Advisor
Coordinator, Community Education
Coordinator of Disability Services
Coordinator of Expendable and Fixed Asset Procurement
Coordinator of Instructional Data and Scheduling
Coordinator of Services for International Students

APPENDIX D
TITLES WITH ACADEMIC RANK

Teaching Faculty

Coordinator of Health Information Technology/Medical Records
Coordinator of Respiratory Care

Non-Teaching Faculty

Information Services Specialist
Librarian

TITLES WITHOUT ACADEMIC RANK

TITLES WITH PROMOTIONAL LEVEL FROM
I THROUGH IV WITHIN TITLE

All titles listed in Appendix C

APPENDIX E
OVERLOAD POSTING PROCEDURE

1. No later than 8:30 a.m. on the Monday of the tenth week of each semester, the initial Center list of unassigned sections for the following semester shall be posted in each Center office and a master list of unassigned sections shall be posted on both campuses. These lists shall remain posted until the end of the sign-up period at 4:30 p.m. of the following Friday. The initial Center and master lists of unassigned sections for the summer sessions shall be posted in the same manner during the preceding spring semester.
2. The Center and master lists shall contain all course sections that are unassigned, including those at correctional facilities, sections on hold, late starts, etc. The list(s) of college-wide courses not belonging to a specific Center shall be posted in the appropriate college office.
3. In addition to this list, a folder marked "Overload Requests" shall be located near the list of courses and available to all bargaining unit members.
4. Bargaining unit members shall make their overload request(s) by filling out an overload request form and placing it in the "Overload Requests" folder by the end of the designated sign-up period.
5. Bargaining unit members must use the form provided by the College in completing their request(s) and may indicate their order of preference.
6. Employees have the option of submitting the overload request forms directly to the appropriate Center or to the office of the Dean of the Rome Campus.
7. Forms submitted to the office of the Dean will be faxed to the Executive Assistant to the Vice President for Instruction who will deliver them to the appropriate Center. Hard copy will follow in the campus mail.
8. The College may post fall and spring semester unassigned varsity sports for the next academic year in the spring semester with the fall semester overload posting.

The joint overload committee shall remain in place during the term of this agreement to modify or expand these procedures as mutually agreed by the parties.

APPENDIX F
LETTER TO CANDIDATES

Dear Prospective Employees and Interviewees:

On behalf of the Mohawk Valley Community College Professional Association, I'd like to welcome you to campus. The PA is the union representing MVCC's approximately 230 full-time faculty and professional staff, and it's my understanding that you're being interviewed for such a position.

As you go through the application process, you may have questions about employment at the College and about the benefits of union membership. The Association website (www.mvccpa.org) contains information you may find useful.

Also, if you'd like to know more, please contact me at nchrisman@mvcc.edu or (315) 792-5398.

Should you wish to speak with a representative of the Professional Association when you're on campus for your interview and you can let me know in advance, I'll gladly try to arrange for you to meet with me or with another member of the union leadership. If time is short, you can try just stopping by my office (Information Technology Building Room 143).

Enjoy your visit to MVCC. If you need any assistance from us while you're here, just ask.

Sincerely,

Norma Chrisman
President, Mohawk Valley Community College Professional Association
Associate Professor, Center for Language and Learning Design
Information Technology Building Room 143
(315) 792-5398
nchrisman@mvcc.edu

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Scotti
Todd C. Carville
Michael R. Nolan
Joshua L. Bauer
Steven P. Feiner

Dawn Catera Lupi
First Assistant

Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Archana Nayak

May 15, 2018

FN 20

18-214
PUBLIC SAFETY

WAYS & MEANS

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

Dear Mr. Picente:

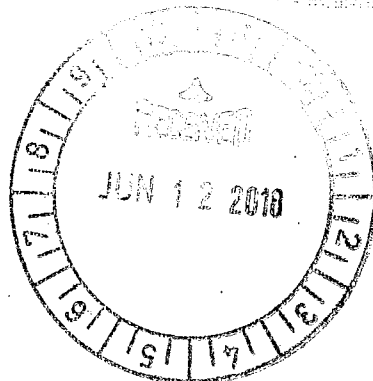
Enclosed is the proposed GIVE grant award which the New York State Division of Criminal Justice Services has awarded our office in the amount of \$342,270.00. Grant funds will be used to support coordinated reduction and prevention initiatives in accordance with the Gun Involved Violence Elimination initiative, with the express goal of reducing violent firearm related offenses.

The grant period is from July 1, 2018 through June 30, 2019. Matching funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.



SDM/kn
Enc.

Sincerely,

A handwritten signature in black ink that reads "Scott D. McNamara".

Scott D. McNamara
Oneida County District Attorney

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

A handwritten signature in black ink that reads "Anthony J. Picente, Jr.". Below the signature is a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 6-12-18

Oneida Co. Department: District Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Division of Criminal Justice Services
80 South Swan Street
Albany, NY 12210

Title of Activity or Service: GIVE Initiative

Proposed Dates of Operation: 07/01/2018 – 06/30/2019

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** GIVE funds will be used to support coordinated reduction and prevention initiatives with the express goal of reducing violent firearm related offenses. This project is designed to achieve sustained, long-term gun crime reduction through the application of proven, evidence-based practices.

2) **Program/Service Objectives and Outcomes:** Reduce violent firearm related crimes throughout the County.

3) **Program Design and Staffing:** GIVE Senior Assistant District Attorney, GIVE Assistant District Attorney, SOS Focused Deterrence Program Director, John J. Finn Institute for Public Safety Research Partnership- Crime Analyst

Total Funding Requested: \$342,270.00

Account #A3038
#A1165.495124

Oneida County Dept. Funding Recommendation: \$342,270.00

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

Cost Per Client Served: N/A

Past Performance Data: The District Attorney's Office received this grant in two past years.

O.C. Department Staff Comments: None

<p>STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p>NYS COMPTROLLER'S NUMBER: C484595 (Contract Number)</p> <p>ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p>TYPE OF PROGRAMS: GIVE Initiative DCJS NUMBERS: GV18484595 CFDA NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000</p>	<p>INITIAL CONTRACT PERIOD: FROM 07/01/2018 TO 06/30/2019 FUNDING AMOUNT FROM INITIAL PERIOD: \$342,270.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER:</p> <p><input type="text"/></p> <p>(Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input checked="" 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</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> APPENDIX M</p> <p><input checked="" type="checkbox"/> Other (Identify)</p> <p>Updated Appendix A1</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services</p> <p>BY: _____ Date: _____ Office of Program Development and Funding</p> <p>State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".</p> <p>GRANTEE:</p> <p>BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p>

Award Contract**Project No.**

GV18-1054-D00

Grantee Name

Oneida County

05/16/2018

AGREEMENT

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**Project No.**

GV18-1054-D00

Grantee Name

Oneida County

05/16/2018

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of

the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov/MWBE/directorySearch.html>

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.

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

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

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

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

January, 2014

Certified by - on

Award Contract**GIVE Initiative****Project No.****Grantee Name**

GV18-1054-D00

Oneida County

05/16/2018

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County District Attorney - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Lead GIVE Crime Analyst Salary	1	\$60,000.00	\$60,000.00	\$60,000.00	\$0.00
<p>Justification: The GIVE analyst is responsible for collecting & validating gun-involved information to discover trends in order to present the information to command staff. Additional duties follow: -Identifying, organizing & completing projects that enhance overall Center operations, efficiencies & services. -Coordinating & addressing routine IT-related service issues & working with support vendors to derive solutions & operational improvements to the Center. -Reviewing crime analysts & center operations to identify processes where efficiency can be improved. -Assisting & coordinating analysts in development of crime analysis products, bulletins, & pattern analysis. -Independently perform a variety of research & analytical tasks. -Collect, compile, validate, interpret & analyze data & trends using standard practices & techniques of crime/law enforcement intelligence analysis. -Perform statistical, spatial, and/or qualitative analyses, making use of standard software packages. -Prepare & deliver reports & presentations of analytic results; includes a presentation to GIVE partners at the monthly meeting. The analyst has been integral in assisting all GIVE partners on a daily basis. The analyst routinely is disseminating information to the GIVE partners & often is tasked with ad hoc request for information from many of the GIVE partners. The analyst on numerous occasions has been requested to assist the DA's Office during trials involving GIVE cases. This assistance has included: creating charts & maps, searching & obtaining social media accounts, linking of defendant's known associates through social media, & obtaining info on potential defense witnesses. Often info is being requested during trial, & needed immediately, allowing the analyst a short window to produce such information. The analyst, on these occasions, quickly gathered & provided this valuable information. Ultimately, the GIVE analyst is a key member & contributor to the GIVE team.</p>						
2	GIVE Assistant District Attorney	1	\$68,782.00	\$68,782.00	\$68,782.00	\$0.00
<p>Justification: The DA's Office under the GIVE Initiatives has continued to employ to two full-time GIVE Prosecutors, while only receiving funding for one full-time and one half-time prosecutor. Both prosecutors continue to work hand in hand with the Utica PD GIVE FIOs. As a consequence of the tremendous success of our partnership under GIVE there has been a flood of cases involving guns and gun violence, far surpassing the caseload of one and one-half prosecutors. Thus, a key aspect of our self-assessment, and the realization in our discussions with the researchers at RIT Center for Public Safety Initiatives and the John Finn Institute, is that we are understaffed to deal with the influx of firearm/shooting cases that are the focus under GIVE. What amounts to one and one-half prosecutors have been stretched thin to manage the evidence-heavy and litigation intense cases that are the nature of gun violence prosecution. These crimes are all the more labor intensive as we have, consistent with our strategy, adhered to a no reduction policy for top offenders and arrests arising in "hot spot" locations. To date, such cases have resulted in a conviction upon the top charge in the indictment as well as state prison sentence. This translates into more hard fought litigation and, therefore, more of the burden that must be shared across the rest of DA's Office staff. Our GIVE prosecutors will exclusively prosecute gun violence cases, firearms cases, any other felony cases that involve top offenders, and those crimes arising from designated "hot spot" locations. The current strategy calls for one prosecutor to concentrate on all non-fatal shooting cases and the other prosecutor to focus on all other gun crimes, gun related homicides, and top offender prosecutions. Vertical prosecution of all cases by dedicated ADA's is critical to maintain the integrity of our partnership's comprehensive strategy.</p>						
3	Senior GIVE Assistant District Attorney	1	\$105,304.00	\$105,304.00	\$105,304.00	\$0.00
<p>Justification: The DA's Office under the GIVE Initiatives has continued to employ to two full-time GIVE Prosecutors, while only receiving funding for one full-time and one half-time prosecutor. Both prosecutors continue to work hand in hand with the Utica PD GIVE FIOs. As a consequence of the tremendous success of our partnership under GIVE there has been a flood of cases involving guns and gun violence, far surpassing the caseload of one and one-half prosecutors. Thus, a key aspect of our self-assessment, and the realization in our discussions with the researchers at RIT Center for Public Safety Initiatives and the John Finn Institute, is that we are understaffed to deal with the influx of firearm/shooting cases that are the focus under GIVE. What amounts to one and one-half prosecutors have been stretched thin to manage the evidence-heavy and litigation intense cases that are the nature of gun violence prosecution. These crimes are all the more labor intensive as we have, consistent with our strategy, adhered to a no reduction policy for top offenders and arrests arising in "hot spot" locations. To date, such cases have resulted in a conviction upon the top charge in the indictment as well as state prison sentence. This translates into more hard fought litigation and, therefore, more of the burden that must be shared across the rest of DA's Office staff. Our GIVE prosecutors will exclusively prosecute gun violence cases, firearms cases, any other felony cases that involve top offenders, and those crimes arising from designated "hot spot" locations. The current strategy calls for one prosecutor to concentrate on all non-fatal shooting cases and the other prosecutor to focus on all other gun crimes, gun related homicides, and top offender prosecutions. Vertical prosecution of all cases by dedicated ADA's is critical to maintain the integrity of our partnership's comprehensive strategy.</p>						
4	SOS Director Salary	1	\$24,411.00	\$24,411.00	\$24,411.00	\$0.00

Justification: SOS Director: -Manage & direct Oneida Co's SOS Team -coordinate all team members & individual call-ins with youth group members -integral during custom notification process as a liaison & bridge between law enforcement & potential offender -assisted three known top offenders with job assistance, obtaining safe housing & child custody issues -assisted one of top offenders establish a basketball tournament within Utica City. Significance of this being the support garnered by the tournament: Utica PD, DA's Ofc & City of Utica gov't -created "street outreach team" consisting of various community members with particular credibility with target groups. To date, Director & outreach team have thwarted a potential retaliatory shooting & intervened with a top offender who was making threats against an individual. Director & outreach team also assisted police with dispersing a large group of youths congregating in a designated "hot-spot". The significance: police & community members were able to disperse the group without arrests or negative interaction between the police & the youths. - implemented a bi-monthly group meeting among offenders & community members to facilitate talks about violence in the community, identify non-violent solutions & educate on anger management & alternatives to violence. Law enforcement will participate in these sessions to explain why officers respond to crime how they do & expel myths & stereotypes.

Total	\$258,497.00	\$258,497.00	\$0.00
-------	--------------	--------------	--------

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe Benefits - Focused Deterrence - SOS Director	1	\$6,902.00	\$6,902.00	\$6,902.00	\$0.00
Justification: Fringe benefits for the SOS Director position						
2	Fringe Benefits - GIVE ADA	1	\$20,707.00	\$20,707.00	\$20,707.00	\$0.00
Justification: Fringe Benefits for the GIVE assistant district attorney position.						
3	Fringe Benefits - Lead GIVE Crime Analyst	1	\$19,200.00	\$19,200.00	\$19,200.00	\$0.00
Justification: Fringe Benefits for Lead GIVE Crime Analyst position						
4	Fringe Benefits - Senior GIVE ADA	1	\$28,280.00	\$28,280.00	\$28,280.00	\$0.00
Justification: Fringe benefits for the Senior GIVE Assistant District Attorney position.						
Total				\$75,089.00	\$75,089.00	\$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	John Finn Institute Admin (Cost for Providing Crime Analyst)	1	\$7,184.00	\$7,184.00	\$7,184.00	\$0.00
Justification: John Finn Institute Administrative costs for providing the Crime Analyst						
Total				\$7,184.00	\$7,184.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	DCJS Sponsored meetings and events	1	\$500.00	\$500.00	\$500.00	\$0.00
Justification: ADA's, SOS Director and Crime Analyst travel and training to DCJS sponsored meetings and events.						
Total				\$500.00	\$500.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Service and Maintenance w/ Integrated Systems for pole cameras	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
Justification: A key strategy in our overall plan is the further development and maintenance of our wireless camera system. The system has proven a valuable investigative tool with a powerful deterrent effect, and also provided evidence for use in court, including gun crimes and a past gun-involved homicide. Under GIVE IV we identified six key "Hot Spots" that have proven the most prone to gun violence and which would benefit from the addition of a camera at that location. We have seen a large shift in gun violence from the "Cornhill" area to Utica's "West Side". To expand our camera network to the "West Side" this required additional wireless equipment, updated software, and associated hardware. We coordinated with our original vendor and developed a viable and economical plan to upgrade or current capabilities under GIVE IV. We also increased the utility of the system by creating a wireless link to the newly opened Mohawk Valley Crime Analysis Center, allowing our crime analysis to feed real-time data to officers responding to shooting incidents in progress. Under GIVE V, we are seeking funding to help maintain our current system. As many of the cameras have been in use for many years, their maintenance and servicing has become more prevalent. Therefore, the need for a service/maintenance agreement with the vendor will be both economical and more efficient to ensure the proper functioning and maintenance of the camera system.						
Total				\$1,000.00	\$1,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$342,270.00	\$342,270.00	\$0.00

Award Contract

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$342,270.00	\$342,270.00	\$0.00

Award Contract**Project No.**

GV18-1054-D00

Grantee Name

Oneida County

05/16/2018

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services 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 or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.

6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$650 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013

Certified by - on

Award Contract**GIVE Initiative****Project No.****Grantee Name**

GV18-1054-D00

Oneida County

05/16/2018

APPENDIX D - Work Plan**Goal**

The goal of the Gun Involved Violence Elimination (GIVE) Initiative is the elimination of shootings and homicides, or aggravated assaults where applicable, through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE: People, Places, Alignment, and Engagement.

Objective #1

To introduce the joint agency initiatives outlined in the GIVE V strategy to directly combat shootings and homicides, or aggravated assaults where applicable, by implementing the key elements of Problem Oriented Policing.

Task #1 for Objective #1

On a quarterly basis, the District Attorney's Office will complete and submit the DCJS Checklist of key Problem Oriented Policing elements and provide a written description of the status of their implementation of each key element on the checklist.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following the end of each quarter to the GIVE Program Manager.

Objective #2

To introduce the joint agency initiatives outlined in the GIVE V strategy to directly combat shootings and homicides, or aggravated assaults where applicable, by implementing the key elements of Procedural Justice.

Task #1 for Objective #2

On a quarterly basis, the District Attorney's Office will complete and submit the DCJS Checklist of key Procedural Justice elements and provide a written description of the status of their implementation of each key element on the checklist.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following the end of each quarter to the GIVE Program Manager.

Objective #3

To introduce the joint agency initiatives outlined in the GIVE V strategy to directly combat shootings and homicides, or aggravated assaults where applicable, by implementing the key elements of Hot-Spots Policing.

Task #1 for Objective #3

On a quarterly basis, the District Attorney's Office will complete and submit the DCJS Checklist of key Hot-Spots Policing elements and provide a written description of the status of their implementation of each key element on the checklist.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following the end of each quarter to the GIVE Program Manager.

Objective #4

To introduce the joint agency initiatives outlined in the GIVE V strategy to directly combat shootings and homicides, or

aggravated assaults where applicable, by implementing the key elements of Focused Deterrence.

Task #1 for Objective #4

On a quarterly basis, the District Attorney's Office will complete and submit the DCJS Checklist of key Focused Deterrence elements and provide a written description of the status of their implementation of each key element on the checklist.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following the end of each quarter to the GIVE Program Manager.

Objective #5

To introduce the joint agency initiatives outlined in the GIVE V strategy to directly combat shootings and homicides, or aggravated assaults where applicable, by implementing the key elements of Crime Prevention Through Environmental Design (CPTED).

Task #1 for Objective #5

On a quarterly basis, the District Attorney's Office will complete and submit the DCJS Checklist of key CPTED elements and provide a written description of the status of their implementation of each key element on the checklist.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following the end of each quarter to the GIVE Program Manager.

Objective #6

To demonstrate the joint agency initiatives outlined in the GIVE V strategy to directly combat shootings and homicides, or aggravated assaults where applicable, by enhanced information sharing between GIVE partners.

Task #1 for Objective #6

On a quarterly basis, the Police Department will complete a cumulative report outlining all of the GIVE partners work-plans into one comprehensive document.

Performance Measure

- 1 Attach a copy of the cumulative report into GMS in Microsoft Word format, 11-point font to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the report to your assigned GIVE rep. by the end of the month following the end of each quarter.
- 3 Email a copy of the cumulative report to the Police Department by the end of the month following the end of each quarter.
- 4 The Police Department will email a comprehensive cumulative report to their DCJS Program Manager within 45 days of the end of each quarter.

Objective #7

To demonstrate the joint agency initiatives outlined in the GIVE V strategy to directly combat shootings and homicides, or aggravated assaults where applicable, by completing the required GIVE Tracker.

Task #1 for Objective #7

On a quarterly basis, the Police Department will complete and submit the DCJS GIVE Tracker that provides a quantitative description of the results of overtime details associated with GIVE operation.

Performance Measure

- 1 Attach a copy of the completed GIVE strategy checklist and associated Key Element written summary to GMS by the end of the month following the end of each quarter.
- 2 Email a copy of the completed checklist and associated Key Element written summary by the end of the month following

the end of each quarter to the GIVE Program Manager.

Objective #8

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #8

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 What percent of your established Minority and Women Business Enterprise goal have you met to date?

Award Contract**Project No.**

GV18-1054-D00

Grantee Name

Oneida County

05/16/2018

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions**A. Publications:**

1. The implementing agency will submit to DCJS for review all proposed publications (written, visual or sound) prior to their public release. Any such publications shall contain the following statement... "This project is supported by a grant from the New York State Gun Involved Violence Elimination (GIVE) Initiative. Points of view in this document are those of the author and do not necessarily represent the official position of policies of the Division of Criminal Justice"
2. No materials, items or publications resulting from award activities associated with the GIVE Initiative grant may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS Executive Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

B. Programs:

1. Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies, the implementing agency will coordinate their GIVE strategy with those other strategy initiatives in the county.
2. Grantee agrees that if the project is not implemented within 60 calendar days of the award date, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 calendar days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, in consultation with the Board, the State may either revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
3. The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.
4. Grantee shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable. Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:
http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies must stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Monthly Gun Data - Both primary and DCJS designated secondary police departments must submit the Monthly Gun Data Report within 30 days of the end of the month that is being reported on. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

B. Program: Cont'd

5. Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrest of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

6. Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form: <http://www.criminaljustice.ny.gov/ojis/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

7. All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

8. Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act.

9. Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

10. Grantee agrees to comply with all requirements included within the Project GIVE Request for Applications (RFA).

C. Funding: 1. Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment, and fee schedule.

2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.

3. Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

4. The following condition will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

5. Grantee agrees that all specifications for technology purchases exceeding \$5,000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Program Development and Funding.

Supplemental GIVE Special Conditions - 3/21/2016

1. Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearm related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.

2. By the 15th day of each month, participating police departments will provide Operation SNUG personnel with a monthly list of high risk individuals who have been identified as known or suspected gang members, gang leaders who promote gun

violence, and candidates most likely to carry guns and/or be involved in shooting incidents. Police agencies may use discretion when it comes to supplying sensitive information regarding these high-risk individuals (i.e. persons involved in active criminal investigations).

3. By the 15th day of each month, the participating police department will provide DCJS a crime map pinpointing the locations of the prior month's shooting incidents for both the Operation SNUG target area(s) and the entire city.

Supplemental GIVE Special Conditions - 3/21/2016

4. Participating police departments will provide DCJS an annual crime map pinpointing the locations of all shooting incidents which have occurred between July 1 and June 30 of the preceding GIVE contract period for both the Operation SNUG target area(s) and the entire city. This annual crime map will be due on the last day of the month following the expiration date of the contract.

5. By the 15th day of each month the participating police department will provide DCJS a report detailing a month to month comparison of shootings and homicides for the current calendar year and the two preceding calendar years for the target area(s) and the entire city.

6. Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE contract period and the two preceding GIVE contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the contract.

7. Participating police departments will develop written protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Award Contract**Project No.**

GV18-1054-D00

Grantee Name

Oneida County

05/16/2018

Appendix M MWBE Contract Requirements (Local Assistance)

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS:
REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The Division of Criminal Justice Services (DCJS) 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 DCJS, to fully comply and cooperate with the DCJS 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). Contractors 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.

II. Contract Goals

A. For purposes of this contract, the DCJS 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: <http://www.esd.ny.gov/mwbe.html>. 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 DCJS for liquidated or other appropriate damages, as set forth herein.

III. 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:

1. 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.
2. The Contractor shall maintain an EEO policy statement and submit it to the DCJS if requested.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

4. 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 4 and Paragraph E of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. 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

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS 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 DCJS 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.
2. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.
3. 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.

IV. 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, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

A. If the DCJS, 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 DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DCJS 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.

VII. Liquidated Damages - MWBE Participation

A. Where DCJS 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 DCJS 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 DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are assessed by the DCJS 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 DCJS.

M/WBE AND EEO POLICY STATEMENT

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 Criminal Justice 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.

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 organizations 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. .

VER5/13/13

Certified by - on

Award Contract

Project No.

Grantee Name

GV18-1054-D00

Oneida County

05/16/2018

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures. The Grantee agrees to properly account for and will submit for payment according to the agreed titles and budget amounts unless otherwise approved by DCJS.

6. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

a. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

b. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

i. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

ii. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

iii. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:
<https://www.whitehouse.gov/omb/circulars/>

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

7. Budget amendments are governed as follows:

a. Requests for modifications must be made in writing by an authorized representative of the Grantee. Any proposed

modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

- i. The amount of the modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of five million dollars or less; or
- ii. The amount of the modification is, as a portion of the total value of the contract, equal to or greater than five percent for contracts in excess of five million dollars.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

b. For proposed modifications to the contract less than the DCJS/OSC approval thresholds as set forth in 7 a, the following shall apply:

- i. For contracts equal to \$100,000 or less, no formal budget reallocation is required for a budget reallocation that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.
- ii. For contracts over \$100,000, no formal budget reallocation is required for a budget reallocation that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget reallocations involving amounts above the thresholds established in paragraph b (above), a grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next payment will be approved.

c. Any other budget changes not covered in paragraphs a or b (above), such as reallocations within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff, must be requested and approved via email by a DCJS Criminal Justice Program Representative. Such approval shall be retained by the Grantee.

8. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

9. Grant-supported travel is governed as follows:

a. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller (OSC). Travel shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Grantee or the OSC travel guidelines.

b. Prior approval and written authorization from DCJS is required for out-of-state travel. Such approval shall be retained by the Grantee and submitted upon request.

10. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the written agreement must be submitted to DCJS as an attachment in the DCJS Grants Management System by the due date of the second quarterly progress report. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

a. The rate for a consultant should not exceed \$650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

b. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

- i. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.

ii. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

iii. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

iv. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

c. A Grantee who proposes to obtain consultant services from a vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. DCJS's approval shall be retained by the Grantee and submitted upon request.

d. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment, and schedule shall be retained by the Grantee and submitted upon request.

11. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

a. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

b. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

c. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

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 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 DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

vi. A Grantee who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in

accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Grantee and submitted upon request.

12. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

13. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

14. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

15. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

16. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

17. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

18. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

19. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

20. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

a. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter Report Due January 1 - March 31 April 30 April 1 - June 30 July 31 July 1 - September 30 October 31
October 1 - December 31 January 31

b. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

c. Grantees must be current on all program progress reports. Failure to submit program progress reports may result in placement of a stop payment and withholding of funds.

21. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

22. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' approval shall be retained by the Grantee and submitted upon request.

23. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement;
- and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

24. Federal Funds

a. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and

Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

b. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements with State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at:<https://www.whitehouse.gov/omb/circulars/>.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

25. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without prior approval from the Executive Deputy Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

a. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

b. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

c. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services 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 organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility) The Executive Deputy Commissioner of the New York State Division of Criminal Justice Services 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 he or she 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 such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services 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.

VER 04/16/2018

Certified by - on