

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 DOCUMENTATIONS

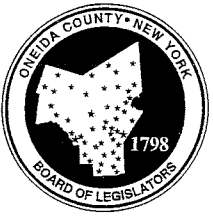
February 12, 2020

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

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George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

FN 20 20 - 078

January 14, 2020

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

Honorable Members:

Pursuant to the Rules of the Board, I hereby appoint County Legislator **Michael B. Waterman** to serve as **Parliamentarian** of the Oneida County Board of Legislators for the 2020-2021 term.

This appointment is effective immediately and will expire on December 31, 2021.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board



ONEIDA COUNTY BOARD OF LEGISLATORS

George Joseph, Majority Leader
7315 Merriman Road ♦ Clinton, New York 13323
Phone: (315) 853-3006 ♦ Email: nrthstr40@aol.com

January 14, 2020

FN 20 20 - 079

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

Ladies and Gentlemen:

Pursuant to the Rules of the Board of Legislators, I am writing to advise that I hereby appoint Richard Flisnik as Assistant Majority Leader for the 2020-2021 term of this Board.

Said appointment is effective immediately.

Sincerely,

George Joseph
Majority Leader of the Board

GJ/jas



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
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Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

February 6, 2020

FN 20 20 - 080

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

WAYS & MEANS

Dear Tony:

Mr. Fred Munk of the Region 6, Fish & Wildlife Management Board, has notified us that the terms of Legislative Representative Brian Mandryck and Sportsman Representative Arthur Smolinski expired December 31, 2017, and that a reappointment was not made. He is requesting their reappointments.

Brian Mandryck will be stepping down as the Legislative Representative and will be replaced by Christopher Newton. Arthur Smolinski will continue his role as the Sportsman Representative. The new term runs from January 1, 2020 to December 31, 2021.

If you concur, I ask that you send letters to the Board at your earliest opportunity requesting their reappointments.

Respectfully,

Gerald J. Fiorini
Chairman of the Board

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

Anthony J. Picente, Jr.
County Executive

Date 2-10-20



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

FM 20 20-081

January 13, 2020

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

AIRPORT

WAYS & MEANS

Dear Mr. Picente:

This letter is regarding the Revocable Permit for Access and Use of the New York State Preparedness Training Center between the New York State Division of Homeland Security and Emergency Services and Oneida County. This permit would allow the UAS Test Site the opportunity to conduct UAS testing and Research and Development at the SPTC location and take advantage of their infrastructure while building relationships with other state agencies.

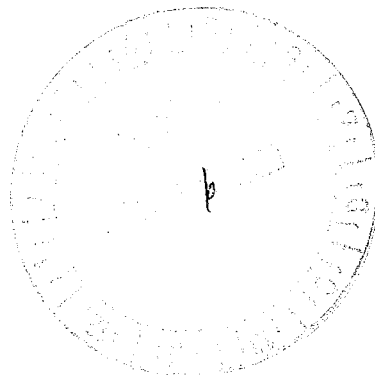
The permit is for one year, the term of which is from February 1, 2020 to January 31, 2021, and is a renewal of the permit that was in effect from February 1, 2019 to January 31, 2020.

I respectfully request that if you approve of the permit, that it be forwarded to the Board of Legislators for consideration.

Sincerely,

Amanda Lynn Cortese
Special Assistant County Attorney

ALC/rae



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

Anthony J. Picente, Jr.
County Executive

Date 1-16-20

Oneida Co. Department:
Aviation

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:

NY State Division of Homeland Security
and Emergency Services
1220 Washington Ave
Bldg 7A, 7th Floor
Albany, NY 12242

Title of Activity or Service:

Use Permit for the SPTC

Proposed Dates of Operation:

February 1, 2020 to January 31, 2021

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Use Permit between NYS DHS and Oneida County (UAS Test Site) for the use of the SPTC located at the old airport for a period of 1 year.

2) Program/Service Objectives and Outcomes:

FAA UAS data collection, testing and R&D for the Griffiss UAS Test site.

3) Program Design and Staffing: N/A

Total Funding Requested: \$0.00

Account #: A5620

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): This is a no cost Nor revenue Permit

Cost Per Client Served: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments:

**New York State Division of Homeland
Security and Emergency Services
Revocable Permit for Access and Use
State Preparedness Training Center
OUTSIDE NYS AGENCY USE**

THIS AGREEMENT, made this _____ day of _____, 2020, by and between the NYS Division of Homeland Security and Emergency Services (DHSES) having its principle place of business at the Harriman State Office Campus, 1220 Washington Avenue, Building 7A, 7th Floor, Albany, New York 12242, hereinafter referred to as the "STATE" and Oneida County having its principal place of business located at Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, hereinafter referred to as ("the PERMITTEE").

WITNESSETH:

WHEREAS, the STATE has exclusive access, use and possession of the premises known as the State Preparedness Training Center, located at 5900 Airport Road in the County of Oneida, State of New York, hereinafter referred to as the "SPTC;" and

WHEREAS, the PERMITTEE is requesting access and use of certain areas of the SPTC for purposes consistent with the mission of the SPTC; and

WHEREAS, the parties desire to enter into an agreement whereby the STATE will make certain areas of the SPTC available to the PERMITTEE for its access and use; and

WHEREAS, PERMITTEE hereby agrees to incorporate safety measures into all training, program, use or activity which PERMITTEE undertakes at the SPTC, including, but not limited to, conducting safety briefings and incorporating safety plans which meet or exceed current safety training standards for the training, program, use or activity.

WHEREAS, PERMITTEE hereby agrees to assume all risks of personal injury and property damage (including theft, loss or destruction of property) occasioned by its access, use and activities conducted at the SPTC;

NOW, THEREFORE, be it known that a revocable permit is hereby granted to PERMITTEE to access and use various designated areas of the SPTC in accordance with the terms and conditions of this Agreement and as more specifically described in Attachment A.

TERMS AND CONDITIONS

1. The SPTC shall be accessed and used as described in Attachment A and for no other purpose. This Agreement may not be transferred, assigned or otherwise given by PERMITTEE to any other person, entity or organization without the prior written consent of the STATE.
2. PERMITTEE hereby represents and warrants that it has inspected the SPTC premises and has found them to be safe and suitable for its activities and has not relied upon any representation or statement by the STATE or its officers, employees or agents as to the suitability of the SPTC for the PERMITTEE's activities.

3. PERMITTEE agrees to reimburse the STATE for all costs and expenses, if any, related to its access and use of the SPTC and in accordance with the schedule contained in Attachment B hereinafter referred to a "Permit space". Payment shall be due and payable upon PERMITTEE's receipt of a STATE billing statement.

4. PERMITTEE agrees that this Permit does not convey any right to possession of the property and that the relationship between the parties shall not be deemed to be that of landlord and tenant. Accordingly, there shall be no limitation construed on the STATE's right to enter the Permit space. Furthermore, this Permit shall not be assigned or transferred.

5. PERMITTEE shall ensure that each instructor is familiar with any equipment, materials, props, simulations or other items utilized during PERMITTEE'S access, training, program, use or activity while at the SPTC.

6. PERMITTEE shall comply with all SPTC policies and all Federal, State and local laws, ordinances, rules and regulations, and in the event said PERMITTEE shall fail to so comply, the STATE shall have the right to enter the Permit space and take whatever steps may be necessary to achieve compliance. Any cost or expense incurred by the STATE thereby shall be added to the next installment of the Permit fee coming due (if any), including interest thereon, and all remedies herein affecting such fee shall apply in the manner to such added amounts.

7. PERMITTEE agrees that no portion of the SPTC premises will be used in such a manner to create an unsafe condition or unreasonably increase the possibility of injury or damage to life or property. The PERMITTEE agrees to immediately notify the STATE and the SPTC Director of Operations in the event an unsafe or hazardous incident occurs or such circumstance exists at the SPTC, including any matter involving personal injury or property damage. PERMITTEE agrees that in the event the Permit space or any part thereof shall be damaged or destroyed or made unusable by any cause whatsoever, PERMITTEE'S sole recourse shall be a pro rata rebate of the Permit fee(s), if any. The STATE shall not be required or obligated to repair or restore the Permit space and, in such event, the PERMITTEE waives any right to reenter or reuse the Permit space. PERMITTEE will have no further obligation to pay a fee(s), if any, for the balance of the Permit term.

8. PERMITTEE agrees to save harmless and indemnify the People of the State of New York, the STATE, their officers and employees from and against any and all claims, suits, actions, cost and expense involving injury to person or property arising out of the use of the Permit space.

9. PERMITTEE agrees to obtain and maintain in force throughout the duration of this Permit a General Hazard and Comprehensive Public Liability Insurance Policy having coverage limits of not less than One Million Dollars (\$1,000,000.00) in the event of injury to any one person, and Three Million Dollars (\$3,000,000.00) in the event of injury to two or more persons while in and about the Permit space. The PERMITTEE shall deliver certificates of such insurance to the STATE prior to the beginning of the term of this Permit and thereafter not less than thirty (30) days prior to the expiration of any such policy. All such policies shall contain a provision that the STATE shall receive at least thirty (30) days' notice prior to material change or cancellation.

10. Nothing herein shall be construed to limit or restrict in anyway the STATE, its officers, employees, agents, and representatives, to enter upon the portion of the SPTC accessed, used or occupied by PERMITTEE for the purpose of inspecting or observing the activities of PERMITTEE under this Agreement or otherwise. The STATE, in its sole discretion, hereby reserves its right to revoke and cancel this Agreement at any time in the event, PERMITTEE's access and use of the SPTC interferes with the STATE's use and occupation of the SPTC or otherwise compromises the mission of the SPTC. PERMITTEE's access and use shall terminate upon the STATE's oral or written notification to PERMITTEE of revocation of this Agreement. Any fees paid or due to be paid by PERMITTEE shall be pro-rated to reflect the actual access and use utilized by PERMITTEE at the SPTC.

11. Upon completion or revocation of PERMITTEE's access and use of the SPTC, PERMITTEE shall immediately vacate the SPTC and at its sole cost and expense, restore the SPTC as nearly as possible to the condition it was prior to PERMITTEE's access and use, including equipment and trash clean-up and removal, reasonable wear and tear excepted.

12. Any notice, other than revocation of PERMITTEE's access and use, must be in writing signed by the party giving it and shall be served either personally or by registered mail addressed as follows:

TO THE STATE: NYS Division of Homeland Security & Emergency Services
1220 Washington Avenue
Harriman State Office Building Campus Building 7A
Albany, NY 12242

TO PERMITTEE: Oneida County Department of Aviation
660 Hangar Road, Suite 223
Rome, New York 13441

13. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise. Venue for any action or claim made pursuant to this Agreement shall be the County of Albany.

14. The waiver or breach of any of the terms or conditions of this Permit by either party shall not be deemed a waiver of any subsequent breach thereof.

15. This Permit is issued subject to the terms and conditions in Attachment "C" attached hereto and hereby incorporated into and made a part hereof.

16. This Agreement (together with Attachments A, B and C) constitutes the entire agreement between the parties hereto and all previous communications, whether written or oral relating to the subject matter of this contract are hereby superseded.

IN WITNESS WHEREOF, the PERMITTEE has caused this instrument to be sealed and signed by PERMITTEE or its duly authorized agent/officer, and the STATE has caused this instrument to be executed by its duly authorized officer.

NYS Division of Homeland Security & Emergency
Services

County of Oneida

By:

PATRICK A. MURPHY
Commissioner
NYS Division of Homeland Security and
Emergency Services
SPTC Director of Operations

By: _____
ANTHONY J. PICENTE, JR.
County Executive
County of Oneida, Utica, NY 13501
PERMITTEE/ or Authorized Designee

ATTACHMENT A

Oneida County

Name of PERMITTEE

PERMITTEE shall be provided with access, use and services (if applicable) to the premises described herein and located at the **SPTC beginning February 1, 2020 and ending January 31, 2021** during normal business hours or at such other times as mutually agreed in writing between the parties and only for the following purposes:

PERMITTEE shall utilize the SPTC as an adjunct to the NY Unmanned Aircraft Systems (UAS) Test Site located at Griffiss International Airport which is operated by Oneida County through its Department of Aviation under the authority of the FAA and the Oneida County Executive. The PERMITTEE may conduct UAS testing, training, research and development of government owned or leased UAS, including counter drone technology. PERMITTEE, nor any of its agents, partners collaborators, or guests shall use, reference, or otherwise communicate, in any form, that it utilized the SPTC or is otherwise affiliated or endorsed by the STATE of NEW YORK, DHSES or the SPTC in advertising, marketing, or other promotion of its program, activities, equipment or UAS without the express written permission of the Commissioner of DHSES or his designee. UAS and drone technology demonstrations for public and/or private sector individuals/entities (including media) is strictly prohibited and includes advertising, marketing or promotion of UAS and/or drone technology without the express written permission of the DHSES Commissioner or his designee. PERMITTEE shall secure written agreements for the benefit of the STATE to ensure compliance with this paragraph from its agents, partners collaborators, or guests and such agreements shall be provided to the STATE upon request.

PERMITTEE shall conduct its access and use of the SPTC in accordance with this agreement and the Coordination Procedures for Unmanned Aircraft Systems (CPUAS) below.

COORDINATION PROCEDURES FOR UNMANNED AIRCRAFT SYSTEMS (UAS)

1. **PURPOSE:** To establish operational procedures for UAS operations within the geographical boundaries of the NY State Emergency Preparedness Center. This agreement is supplemental to the operational procedures of the NY State Emergency Preparedness Center and to be used in conjunction with the approved Griffiss UAS Test Site Federal Aviation Administration (FAA) Certificate of Waiver or Authorization (COA) for UAS operations or other future COAs which may be approved for operation at the SPTC.
2. **SCOPE:** This letter outlines the procedures to be used in the scheduling, operation and control of UAS air traffic operating within the SPTC. The procedures contained herein shall apply, unless prior written approval is received.
3. **RESPONSIBILITIES:** Oneida County Airport, Griffiss UAS Test Site is responsible for ensuring compliance with the procedures set forth in this agreement.
 - a. Oneida County Airport / Griffiss Test Site, referred herein as the "Proponent" must conduct UAS Operations within the geographical boundaries of the SPTC and in such areas approved by the SPTC Director of Operations, and in accordance with applicable Federal, State, local laws, Code of Federal Regulations (CFRs), FAA Orders, COAs and SPTC procedures. If any regulations, policies, procedures or criteria become contradictory, the most conservative response will be followed.

b. The Proponent shall ensure all personnel (including pilots, operators, observers) connected with the UAS operation read and comply with the contents of this agreement and its provisions.

4. **PROCEDURES:** Deviation from procedures contained herein is authorized during emergency situations and in other instances where prior coordination is accomplished which clearly defines responsibility and accountability.

All altitudes are above ground level unless otherwise indicated.

a. The Proponent is responsible for ensuring all UAS operators are qualified and trained on local procedures, radio communications, safety rules, regulations and procedures, separation standards and airspace boundaries prior to conducting flight operations at the SPTC.

b. UAS operations within the geographical boundaries of the SPTC will only be conducted in VFR conditions from the surface up to and including the maximum altitude permitted by the applicable UAS Test Site COA. SPTC staff or the Griffiss UAS Test Site staff may terminate or suspend any or all UAS operations if continued operations become detrimental to flight safety, Mission Commander or Pilot-in-Command task saturation, or violate the tenets of this agreement or interfere with SPTC operations.

c. All UAS will remain within clear visual range of the pilot or certified observer in ready contact with the UAS pilot while operating in all UAS Operating Zones at the SPTC.

d. UAS flight schedules will be coordinated and approved by the SPTC Director of Operations 11_ days prior to the proposed test date (flight). Proponent shall notify the SPTC Director of Operations as soon as possible in the event of any cancellation of planned operations and after UAS operations have concluded.

e. Pilots must not conduct concurrent or simultaneous UAS operations in the presence of manned aircraft within any designated UAS Operating Zone at the SPTC. Specific UAS Operating Zones will be used to segregate and deconflict manned and unmanned operations. All UAS operations will be coordinated with manned aircraft traffic patterns and operations at the SPTC.

f. UAS pilots shall ensure that UAS will not exit the geographical boundaries of the SPTC.

g. All UAS will ensure that lost link procedures will protect the SPTC environment and restrict the UAS from crossing the geographical boundaries of UAS Operating Zones. If a lost link incident occurs, pilots will immediately notify Griffiss Tower who will provide situational awareness to all manned traffic in the vicinity of the operation. All lost-link incidents will be reported in accordance with FAA COA policies and NUAIR/Oneida County Safety regulations.

h. UAS pilots will notify the SPTC Director of Operations or his/her designee via radio or telephone 15 minutes prior to launch and 5 minutes prior to recovery for all operations at the SPTC. UAS Pilots will clearly identify the UAS Zone where the operation/flight will occur, altitude and estimated time of operation/flight.

5. **PROTECTION OF THE NY STATE PREPAREDNESS TRAINING CENTER OPERATING ENVIRONMENT:**

UAS Zones. UAS Zones are established to provide common reference, situational awareness and holding points for all SPTC personnel and UAS pilots. UAS operating zones are intended to establish a sterile environment for UAS testing and operations for smaller systems and vehicles and to provide a safe holding area for those operations. Unless otherwise indicated in a specific COA or directed by SPTC personnel, the maximum operating altitude in all Zones is 1,500 AGL. UAS operations over or near any occupied

building or structure within a UAS operating zone is expressly prohibited.

- (1) Zone A: This zone is the area encompassing the indoor city training area and the railroad track testing area. (See Figure 1.)
- (2) Zone B: This zone is the area encompassing the approach end of the closed runway 27 to the intersection of runways 27 and 33. This area also encompasses the approach end of the closed runway 33 to the intersection of runways 33 and 27. (See Figure 1.)
- (3) Zone C: This zone is the area encompassing the approach end of the closed runway 09 to the intersection of former runways 09 and 33. This area also encompasses the approach end safety area as indicated in Figure 2. (See Figure 1.)
- (4) Zone D: This zone is the area encompassing the SPTC portion of closed runway 15/33. This area includes the Urban Search and Rescue Simulator (USAR) (rubble pile) disaster test area which includes an elevator shaft. (See Figure 1.)
- (5) Zone E: This zone is the area encompasses a wooded triangle shape formed by the western boundary of the SPTC property and runways 15/33 and 09/27 as indicated in figure 2. (See Figure 1.)
- (6) Zone F: This zone is the area encompassing the approach end of the closed runway 15 to the northwestern boundary of Zone D. This Zone also encompasses the northwestern section of closed taxiway A, E and D. (See Figure 1.)
- (7) Zone G: This zone is the area encompasses a wooded area to the extreme northwest corner of the center. This area includes simulates housing areas in remote location. (See Figure1.)
- (8) Zone H: This zone is the area encompasses an area to the South side of closed runway 09/27. The area includes wooded and clear areas. (See Figure 1.)
- (9) Cross Zone Operations: Cross Zone operations are allowed if the operator has an approved COA that directs these operations or if the operator has a COA that does not specify a zone but allows operations at the SPTC and such operations are approved by the SPTC Director of Operations. In this case, cross zone operations will be thoroughly coordinated and briefed to all participating SPTC and Test Site personnel.
- (10) UAS Operating Zone Holding Areas: When concurrent or simultaneous manned and unmanned aircraft operations are conducted at the SPTC, one or more UAS Operating Zones will be designated for exclusive UAS use. Such UAS Operating Zones(s) will be designated as UAS holding areas to allow for operation of manned aircraft in segregated SPTC airspace and traffic patterns. When manned aircraft are operating at the SPTC, UAS pilots will proceed immediately to a UAS Operating Zone or Zones designated for holding and remain there until the manned aircraft are clear of SPTC airspace.

6. EMERGENCY OPERATIONS: All emergencies shall be handled in accordance with the UAS system flight manuals, SPTC procedures and as required by FAA JO 7110.65. The UAS pilot shall be responsible for the handling of all actual emergency procedures. The following conditions are considered emergencies but may NOT require emergency support services. The UAS pilot or designated crew member will advise tower of a need for emergency support.

- a. Loss of Link. Lost-link procedures are outlined in the UAS Standard Operating Procedures (SOP). When data link between the ground control station and the UAS is lost, the UAS pilot will immediately inform Griffiss Tower and inform them of the programmed route of flight, and lost link orbit point to be used. Notify Test Site and SPTC personnel as soon as possible. During lost link recovery, the UAS will proceed to a designated orbit point.

b. Flight control malfunctions. Any UAS experiencing a flight control malfunction will be recovered as soon as possible. In the event of a malfunction, UAS pilots will take direct (manual) control of the aircraft and return it to the most appropriate landing site immediately. In the event of a severe malfunction the operator will exercise the option to immediately terminate the flight at present position. The UAS pilot will notify Test Site and SPTC personnel as soon as possible of the nature of the emergency and any other pertinent information.

c. Lost Communications Procedures. Each UAS pilot and observer will carry a hand-held radio and cell phone as a back-up means of communication. Cell phones will be used only as an alternate means of communications.

8. **Future Operations:** In the event FAA regulations change concerning UAS operations, either party may request a review of these procedures.

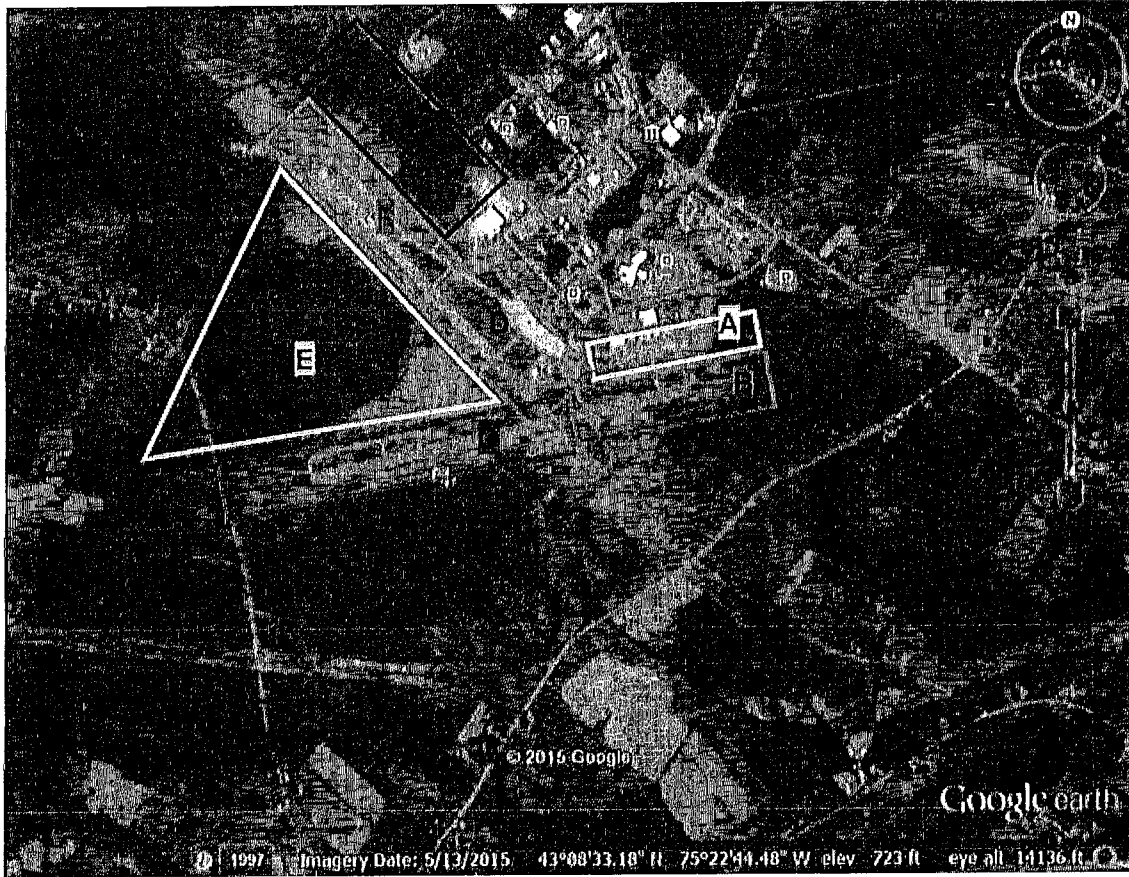


Figure 1. UAS Operating Area Zones

ATTACHMENT B

New York State Div. of Homeland Security and Emergency Services
Revocable Permit for Access and Use
State Preparedness Training Center

Oneida County

Name of PERMITTEE

The PERMITTEE agrees to compensate the STATE in the amount of \$0.00 for the access, use and/or services provided to PERMITTEE hereunder and as described in Attachment A. This compensation was determined on the following basis:

Government to Government use of SPTC supporting homeland security and emergency management mission.

ATTACHMENT C

New York State Div. of Homeland Security and Emergency Services
Revocable Permit for Access and Use
State Preparedness Training Center

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, 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.** 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, NY 10017 212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEndNendorSearchPublic.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.**

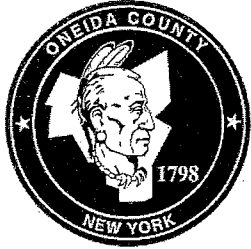
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that 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/vregs/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.



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

Carolann N. Cardone
Democratic Commissioner
(315) 798-5762

Rose M. Grimaldi
Republican Commissioner
(315) 798-5763

January 28, 2020

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

FN 20 20 087 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 1-30-20

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

As you are aware, the Board of Elections trains and hires people to serve as Poll Site Coordinators and Inspectors during our elections. This year, with the Presidential Primary, the State, Local and (Non-Presidential) Federal Primary, and the General Election, we will need these Inspectors and Coordinators more than ever. The expanded primary voting hours, along with Early Voting, will increase the demand for trained workers even more so.

In an effort to help the Board of Elections with recruiting and hiring of Poll Site Inspectors and Coordinators, we would like to be able to offer them competitive daily rates for their service. The last time the rates were established by the Board of Legislators was nearly three years ago, and an increase is due. A raise in the rates would not only bring Oneida County up to par with other counties, it would also greatly help us in our recruiting efforts to meet the increased demand.

To that end, we are requesting that you forward this letter to the Board with a request that a Resolution be passed establishing the daily rates as follows:

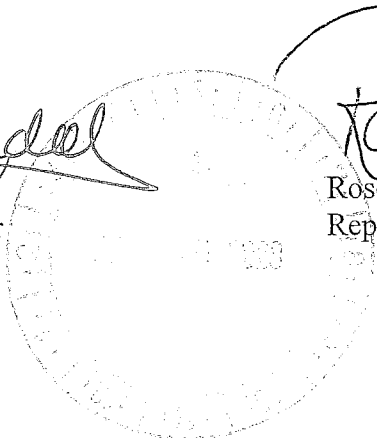
| | | |
|-------------------------|----------------------------|-----------------------------|
| Poll Site Inspectors: | Current Rate: \$170.00/day | Proposed Rate: \$200.00/day |
| Poll Site Coordinators: | Current Rate: \$200.00/day | Proposed Rate: \$225.00/day |

Should you have any questions, or would like to discuss this matter further, please feel free to contact us at our office.

Thank you for your assistance in this matter.

Respectfully,

Carolann N. Cardone
Carolann N. Cardone
Democratic Commissioner



Rose Marie Grimaldi
Rose Marie Grimaldi
Republican Commissioner



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

Carolann N. Cardone
Democratic Commissioner
(315) 798-5762

Rose M. Grimaldi
Republican Commissioner
(315) 798-5763

February 4, 2020

FN 20 083

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

Attached please find a poll site agreement for the Young Men's Christian Association and Woman's Community Center of Rome, New York for Early Voting for the 2020 Presidential Primary, State, Local and (Non-Presidential) Federal Primary, and the General Election. This agreement provides for the Board of Elections to use the Rome YMCA daily for a nine-day period before each of the elections, as provided by state law, in order to provide a location for voters to take advantage of Early Voting. We will pay the Young Men's Christian Association and Woman's Community Center of Rome, New York the sum of one hundred dollars (\$100.00) per day for each of the days of Early Voting, for a total of two thousand, seven hundred dollars (\$2,700.00) in 2020.

This will be one of the three Early Voting locations across the County, along with the New Hartford Town Office Building and Union Station. If this agreement meets with your approval, please indicate so endorsing this letter and forwarding this agreement to the Board of Legislators for consideration at their next scheduled meeting.

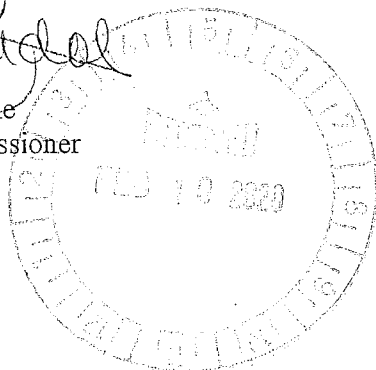
Should you have any questions, please feel free to contact us at our office.

Thank you for your assistance in this matter.

Respectfully,

Carolann N. Cardone
Democratic Commissioner

Rose Marie Grimaldi
Republican Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 2/6/20

Oneida Co. Department: Board of Elections

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Young Men's Christian Association and Woman's
Community Center of Rome, New York
301 West Bloomfield Street
Rome, New York 13440

Title of Activity or Service: 2020 Early Voting Poll Site Agreement

Proposed Dates of Operation: March 1, 2020 – December 31, 2020

Client Population/Number to be Served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** Poll site agreement for use of premises by the Oneida County Board of Elections daily from April 18, 2020 through April 26, 2020, June 13, 2020 through June 21, 2020, and October 24, 2020 through November 1, 2020 for Early Voting.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$2700.00 **Account :** A1450.4951

Oneida County Dept. Funding Recommendation: \$2700.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

POLL SITE AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of the 1st day of March, 2020, 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 office and place of business located at 800 Park Avenue, Utica, New York, by and through its Board of Elections, hereinafter referred to collectively as the "County," and the Young Men's Christian Association and Woman's Community Center of Rome, New York, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with its principal office located at 301 West Bloomfield Street, Rome, New York,, hereinafter referred to as the "Owner," each a "Party," and collectively, the "Parties."

WITNESSETH

WHEREAS, New York State has enacted changes to the New York Election Law that provide for early voting to be implemented for all primary and general elections held in the state (the "Early Voting"); and

WHEREAS, the County is responsible for holding all primary and general elections (the "Elections") throughout Oneida County, including Early Voting; and

WHEREAS, the Owner has a facility that the Parties have agreed would be suitable for use as a Poll Site (the "Poll Site") for the Early Voting to be held in; and

WHEREAS, the County and the Owner desire to enter into a Poll Site Agreement to clearly state the terms and conditions whereby the Owner shall allow the County to use its premises for the purposes of holding its Early Voting; and

WHEREAS, the Oneida County Board of Legislators has approved this Agreement;

NOW THEREFORE, in consideration of the mutual promises, terms and obligations hereafter made, the Parties mutually agree and obligate themselves as follows:

1. POLL SITE INFORMATION

- 1.1. The Poll Site's name is Rome YMCA;
- 1.2. The Poll Site's address is 310 West Bloomfield Street, Rome, New York 13440;
- 1.3. Except for the extra security being provided by the County during the Early Voting period, as provided in Sections 3.4 and 6.7, below, the Owner does not request the County to provide security services at the Poll Site during the Early Voting period.
- 1.4. The Early Voting at the Owner's Poll Site shall include all election districts within the County.

1.5. The contact information for the Owner's contact person during the Owner's normal business hours for the Poll Site is:

Name & Title: Bruce Hairston;
Address: 301 West Bloomfield Street, Rome, New York 13440;
Telephone number: 315.336-3500 x228;

1.6. The contact information for the Owner's contact person during non-business hours for the Poll Site is:

Name & Title: Bruce Hairston;
Telephone number: 315.281-5892.

2. TERM

2.1. The term of this Agreement shall be from March 1, 2020 through December 31, 2020, and shall include all periods of Early Voting in 2020.

2.2. In 2020, the dates for the Early Voting are as follows:

2.2.1. For the 2020 Presidential Primary, Early Voting will begin on Saturday, April 18, 2020, and end on Sunday, April 26, 2020;

2.2.2. For the 2020 State, Local and (Non-Presidential) Federal Primary, Early Voting will begin on Saturday, June 13, 2020, and end on Sunday, June 21, 2020;

2.2.3. For the 2020 General Election, Early Voting will begin on Saturday, October 24, 2020, and end on Sunday, November 1, 2020;

2.3. For each week day, namely, Monday, Tuesday, Wednesday, Thursday and Friday during the weeks listed above, the County shall have uninterrupted use and possession of the Poll Site from 8:30 a.m. until 7:30 p.m. (being ninety minutes before the opening and after the closing of the polls), or until the poll inspectors have completed their work, whichever time is later.

2.3.1. The Polls will be open for Early Voting on these days from 10:00 a.m. until 6:00 p.m. each day.

2.4. For each Saturday and Sunday during the weeks listed above, the County shall have uninterrupted use and possession of the Poll Site from 8:30 a.m. until 4:30 p.m. (being ninety minutes before the opening and after the closing of the polls), or until the poll inspectors have completed their work, whichever time is later.

2.4.1. The Polls will be open for Early Voting on these days from 10:00 a.m. until 3:00 p.m. each day.

2.5. The Owner shall immediately notify the County should any conflict arise with the availability of the Poll Site. The Owner may contact the County using the following phone number: (315) 798-5765.

3. DELIVERY AND SECURITY OF MACHINES

3.1. The Owner hereby agrees to make the Poll Site available for delivery and pickup of the voting machines(s) and all necessary voting equipment for one (1) week prior to the Elections and one (1) week after the Elections. The County shall deliver said machines to the Poll Site, possibly including the purple-colored Election Day Bags (the "Election Day Bags");

3.2. Upon receipt of the voting machine(s), the Owner or the Owner's representative shall sign off on a "Voting System Transportation Manifest" (the "Manifest"), confirming that the machines were delivered and received by the Poll Site. The Parties acknowledge and agree that the Owner or their representative's signature on the Manifest is essential to the chain of custody. The Owner or the Owner's representative's signature is also required for the receipt of the Election Day Bags, if delivered.

3.3. The Owner shall keep the voting machines and all necessary voting equipment locked and sealed. The Owner hereby agrees to indemnify, save and hold harmless the County for any damage to the voting machine(s) and/or voting equipment while in the sole custody of the Owner.

3.4. The County shall provide for security of the voting machines and any other necessary voting equipment and voting materials during all times when the polls are closed during each of the Early Voting periods. This security shall be provided by an Oneida County Sheriff's Deputy or an Oneida County Special Patrol Officer, who shall arrive at the close of the polls each day during each of the Early Voting periods, and shall remain until the opening of the polls on the following day.

4. OWNER'S OBLIGATIONS: The Owner hereby promises, covenants and agrees as follows:

- 4.1. To use reasonable or ordinary care in keeping the Poll Site in a reasonably safe condition. This duty of care shall apply equally to all parking lots or other parking areas adjacent to the Poll Site facility;
- 4.2. To warn all voters and other visitors, in a clear and conspicuous manner, of any latent or concealed perils that are known or should be known to the Owner or occupant, of which the voters and other visitors are unaware and cannot discover through the exercise of reasonable care;
- 4.3. To furnish necessary electricity, light and heat to the Poll Site;
- 4.4. To provide access to electrical outlets, as needed;
- 4.5. To provide a telephone for official use only by County poll workers and inspectors. The phone shall be available at all times and must be in or near the poll worker areas to enable them to make and receive calls from the County;
- 4.6. To provide for up to maximum of twelve (12) chairs and three (3) tables no less than forty-eight (48) inches in length per election district;
- 4.7. To ensure that the Poll Site is accessible to the public during the times specified herein, and that the doors are opened;
- 4.8. To ensure that there is a functional restroom facility available for use by the County poll workers and inspectors;
- 4.9. To ensure that the Poll Site is not located on premises owned or leased by a person holding office or who is a candidate for public office at a primary or general election, and to notify the County immediately if the Owner should become aware that this has occurred or is occurring;
- 4.10. To ensure that the Poll Site is situated in a room or location within the building suitable for registration and voting, and which is as close as possible to a convenient entrance to such building that provides access, by ramp or otherwise, to physically disabled voters;
- 4.11. To ensure that the Poll Site is otherwise accessible to citizens with disabilities and complies with the accessibility guidelines of the Americans with Disabilities Act (the "ADA");

- 4.12. To ensure that the Poll Site is opened at the designated time to allow inspectors sufficient time to set up the voting system as well as arrange the Poll Site;
- 4.13. To make available access to a refrigerator and/or kitchen for use by the County poll workers and inspectors;
- 4.14. To have the Poll Site clear of extra furnishings prior to the arrival of the County poll workers and inspectors, in order to ensure that there is adequate space to accommodate the voting machine(s) as well as the voting booths;
- 4.15. To consent to the County's placement of temporary cones, signs and other devices in and around the Poll Site to notify voters of the voting area;
- 4.16. To acknowledge that all items placed at the Poll Site by County poll workers and inspectors shall remain the sole property of the County; and
- 4.17. To acknowledge that in the event any of the Early Voting dates are delayed or continued to another date as a result of a common disaster, the Owner agrees to make the Poll Site(s) available to the County on a subsequently scheduled election date.
- 4.18. To allow for and accommodate the continuous and uninterrupted presence of an Oneida County Sheriff's Deputy or Special Patrol Officer during all hours during the Early Voting period when the polls are closed.

5. OWNER'S INSURANCE REQUIREMENTS

- 5.1. As part of its' obligation to indemnify, defend and hold harmless the County as set forth herein, the Owner agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.
- 5.2. Commercial General Liability Insurance (CGL): The Owner shall, at its own expense, during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than one million dollars (\$1,000,000) per occurrence and such insurance shall not be less than two million dollars (\$2,000,000) annual aggregate.

5.3. Excess/Umbrella Liability Insurance: The Owner shall, during the term of this Agreement, purchase and maintain in force a policy of umbrella and/or excess liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence.

6. **COUNTY'S OBLIGATIONS:** The County hereby promises, covenants, agrees and acknowledges as follows:

6.1. Not to use the Poll Site or any part thereof for any purpose other than the official voter registration and election functions;

6.2. Not to sub-license or assign any rights under this Agreement over said Poll Site or any part thereof to another without the prior written consent of the Owner;

6.3. To punctually pay rent, if any, as the same accrues. The rent for this Agreement shall be one hundred dollars (\$100.00) per day of each of the Early Voting periods, for a total of two thousand, seven hundred dollars (\$2700.00) during the course of 2020;

6.4. To use reasonable care to ensure that no damage happens to the building or any improvements or fixtures therein;

6.5. To provide security services if so requested in paragraph 1 of this Agreement; and

6.6. To hold the Owner harmless for any damage caused to the Poll Site(s) by placement of voting machines, booths, or other items in the Poll Site(s).

6.7. To allow for an Oneida County Sheriff's Deputy or Special Patrol Officer to provide security over the voting machines and voting equipment and materials at the Poll Site at all times during each of the Early Voting periods where the polls are closed.

7. **COUNTY'S INSURANCE REQUIREMENTS:** As part of its obligation to indemnify, defend and hold harmless the Owner as set forth herein, the County agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

7.1. Commercial General Liability ("CGL") Insurance:

7.1.1. The County shall, at its own expense, during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than one million dollars

(\$1,000,000) per occurrence and such insurance shall not be less than two million dollars (\$2,000,000) annual aggregate;

7.1.2. 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;

7.1.3. The Owner, and any other parties required by the Owner, 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.

7.2. Auto Liability:

7.2.1. The County shall, during the term of this Agreement, purchase and maintain in force a policy of business auto liability insurance in an amount equal to or greater than one million dollars (\$1,000,000).

7.3. Excess/Umbrella Liability Insurance:

7.3.1. The County shall, during the term of this Agreement, purchase and maintain in force a policy of umbrella/excess liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and such insurance shall not be less than two million dollars (\$2,000,000) annual aggregate;

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

7.3.3. Umbrella coverage for such 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.

7.4. Workers' Compensation and Employer's Liability Insurance:

7.4.1. The County shall, during the term of this Agreement, purchase and maintain in force a policy of insurance or self-insurance which will insure against all claims under New York State Workers' Compensation Law at statutory New York State limits.

7.5. Certificates of Insurance: Prior to the start of any work, the County shall provide certificates of insurance to the Owner. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the County's policies. 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 Owner.

8. INDEMNIFICATION

8.1. The obligations of the Parties 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;

8.2. To the fullest extent permitted by applicable law, the Owner (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 Owner's authorized personnel) arising out of or in connection with the exercise by the Owner or any of the Owner'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 an Indemnified Party;

8.3. To the fullest extent permitted by applicable law, the County (the "Indemnifying Party") shall indemnify and hold harmless, and at the Owner's option, defend, the Owner, 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 County's authorized personnel) arising out of or in connection with the exercise by the County or any of the County'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 an Indemnified Party.

9. TERMINATION OF AGREEMENT:

9.1. This Agreement may be terminated by the County, for any reason, upon thirty (30) days written notice to the Owner;

9.2. This Agreement may be terminated by the Owner, for any reason, upon ninety (90) days written notice to the County.

10. CHOICE OF LAW/FORUM: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

11. SEVERABILITY: If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties hereby 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 hereby agree that all other provisions shall remain valid and enforceable.

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

13. 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. 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). No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Party sought to be bound.

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

COUNTY OF ONEIDA

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

ONEIDA COUNTY BOARD OF ELECTIONS

By: _____
CAROLANN N. CARDONE
Democratic Commissioner of Elections

ONEIDA COUNTY BOARD OF ELECTIONS

By: _____
ROSE MARIE GRIMALDI
Republican Commissioner of Elections

YOUNG MEN'S CHRISTIAN ASSOCIATION AND WOMAN'S COMMUNITY CENTER
OF ROME, NEW YORK

By: _____
HENRY J. LEO
Executive Director

Approved

Robert E Pronteau
Assistant Oneida County Attorney

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. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

Carolann N. Cardone
Democratic Commissioner
(315) 798-5762

Rose M. Grimaldi
Republican Commissioner
(315) 798-5763

File # 20 084

February 4, 2020

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

Attached please find a poll site agreement for the Town of New Hartford for Early Voting for the 2020 Presidential Primary, the State, Local and (Non-Presidential) Federal Primary, and the General Election. This agreement provides for the Board of Elections to use the Town of New Hartford Office Building for Early Voting for a nine-day period before each of the elections, as provided by state law, in order to provide a location for voters to take advantage of Early Voting. We will pay the Town of New Hartford the sum of one hundred dollars (\$100.00) per day for each of the days of Early Voting, for a total of two thousand, seven hundred dollars (\$2,700.00) in 2020.

This will be one of the three Early Voting locations across the County, along with the Rome YMCA and Union Station. If this agreement meets with your approval, please indicate so endorsing this letter and forwarding this agreement to the Board of Legislators for consideration at their next scheduled meeting.

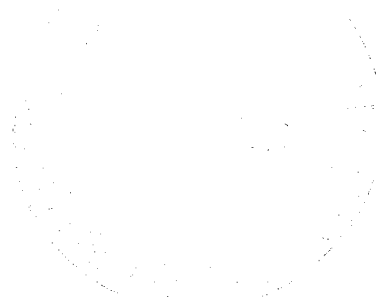
Should you have any questions, please feel free to contact us at our office.

Thank you for your assistance in this matter.

Respectfully,

Carolann N. Cardone
Democratic Commissioner

Rose Marie Grimaldi
Republican Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 2/6/20

Oneida Co. Department: Board of Elections

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of New Hartford
8635 Clinton Street
New Hartford, New York 13413

Title of Activity or Service: 2020 Early Voting Poll Site Agreement

Proposed Dates of Operation: March 1, 2020 – December 31, 2020

Client Population/Number to be Served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** Poll site agreement for use of premises by the Oneida County Board of Elections daily from April 18, 2020 through April 26, 2020, June 13, 2020 through June 21, 2020, and October 24, 2020 through November 1, 2020 for Early Voting.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$2700.00 **Account:** A1450.4951

Oneida County Dept. Funding Recommendation: \$2700.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

POLL SITE AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of the 1st day of March, 2020, 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 office and place of business located at 800 Park Avenue, Utica, New York, by and through its Board of Elections, hereinafter referred to collectively as the "County," and the Town of New Hartford, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 8635 Clinton Street, New Hartford, New York, hereinafter referred to as the "Owner," each a "Party," and collectively, the "Parties."

WITNESSETH

WHEREAS, New York State has enacted changes to the New York Election Law that provide for early voting to be implemented for all primary and general elections held in the state (the "Early Voting"); and

WHEREAS, the County is responsible for holding all primary and general elections (the "Elections") throughout Oneida County, including Early Voting; and

WHEREAS, the Owner has a facility that the Parties have agreed would be suitable for use as a Poll Site (the "Poll Site") for the Early Voting to be held in; and

WHEREAS, the County and the Owner desire to enter into a Poll Site Agreement to clearly state the terms and conditions whereby the Owner shall allow the County to use its premises for the purposes of holding its Early Voting; and

WHEREAS, the Oneida County Board of Legislators has approved this Agreement;

NOW THEREFORE, in consideration of the mutual promises, terms and obligations hereafter made, the Parties mutually agree and obligate themselves as follows:

1. POLL SITE INFORMATION

1.1. The Poll Site's name is the Town of New Hartford Municipal Building;

1.2. The Poll Site's address is 8635 Clinton Street, New Hartford, New York 13413;

1.3. Except for the extra security being provided by the County during the Early Voting period, as provided in Sections 3.4 and 6.7, below, the Owner does not request the County to provide security services at the Poll Site during the Early Voting period.

1.4. The Early Voting at the Owner's Poll Site shall include all election districts within the County.

1.5. The contact information for the Owner's contact person during the Owner's normal business hours for the Poll Site is:

Name & Title: Paul Miscione;
Address: 8635 Clinton Street, New Hartford 13413;
Telephone number: 315.733.7500;

1.6. The contact information for the Owner's contact person during non-business hours for the Poll Site is:

Name & Title: Paul Miscione;
Telephone number: 315.733.7500 or 315.868.2996.

2. TERM

2.1. The term of this Agreement shall be from March 1, 2020 through December 31, 2020, and shall include all periods of Early Voting in 2020.

2.2. In 2020, the dates for the Early Voting are as follows:

2.2.1. For the 2020 Presidential Primary, Early Voting will begin on Saturday, April 18, 2020, and end on Sunday, April 26, 2020;

2.2.2. For the 2020 State, Local and (Non-Presidential) Federal Primary, Early Voting will begin on Saturday, June 13, 2020, and end on Sunday, June 21, 2020;

2.2.3. For the 2020 General Election, Early Voting will begin on Saturday, October 24, 2020, and end on Sunday, November 1, 2020;

2.3. For each Monday, Wednesday and Friday during the weeks listed above, the County shall have uninterrupted use and possession of the Poll Site from 8:30 a.m. until 7:30 p.m. (being ninety minutes before the opening and after the closing of the polls), or until the poll inspectors have completed their work, whichever time is later.

2.3.1. The Polls will be open for Early Voting on these days from 10:00 a.m. until 6:00 p.m. each day.

2.4. For each Tuesday and Thursday during the weeks listed above, the County shall have uninterrupted use and possession of the Poll Site from 8:30 a.m. until 9:30 p.m. (being ninety minutes before the opening and after the closing of the polls), or until the poll inspectors have completed their work, whichever time is later.

2.4.1. The Polls will be open for Early Voting on each of these days from 10:00 a.m. until 8:00 p.m.

2.5. For each Saturday and Sunday during the weeks listed above, the County shall have uninterrupted use and possession of the Poll Site from 8:30 a.m. until 4:30 p.m. (being ninety minutes before the opening and after the closing of the polls), or until the poll inspectors have completed their work, whichever time is later.

2.5.1. The Polls will be open for Early Voting on these days from 10:00 a.m. until 3:00 p.m. each day.

2.6. The Owner shall immediately notify the County should any conflict arise with the availability of the Poll Site. The Owner may contact the County using the following phone number: (315) 798-5765.

3. DELIVERY AND SECURITY OF MACHINES

3.1. The Owner hereby agrees to make the Poll Site available for delivery and pickup of the voting machines(s) and all necessary voting equipment for one (1) week prior to the Elections and one (1) week after the Elections. The County shall deliver said machines to the Poll Site, possibly including the purple-colored Election Day Bags (the "Election Day Bags");

3.2. Upon receipt of the voting machine(s), the Owner or the Owner's representative shall sign off on a "Voting System Transportation Manifest" (the "Manifest"), confirming that the machines were delivered and received by the Poll Site. The Parties acknowledge and agree that the Owner or their representative's signature on the Manifest is essential to the chain of custody. The Owner or the Owner's representative's signature is also required for the receipt of the Election Day Bags, if delivered.

3.3. The Owner shall keep the voting machines and all necessary voting equipment locked and sealed. The Owner hereby agrees to indemnify, save and hold harmless the County for any damage to the voting machine(s) and/or voting equipment while in the sole custody of the Owner.

3.4. The County shall provide for security of the voting machines and any other necessary voting equipment and voting materials during all times when the polls are closed during each of the Early Voting periods. This security shall be provided by an Oneida County Sheriff's Deputy or an Oneida County Special Patrol Officer, who shall arrive at the close of the polls each day during each of the Early Voting periods, and shall remain until the opening of the polls on the following day.

4. OWNER'S OBLIGATIONS: The Owner hereby promises, covenants and agrees as follows:

- 4.1. To use reasonable or ordinary care in keeping the Poll Site in a reasonably safe condition. This duty of care shall apply equally to all parking lots or other parking areas adjacent to the Poll Site facility;
- 4.2. To warn all voters and other visitors, in a clear and conspicuous manner, of any latent or concealed perils that are known or should be known to the Owner or occupant, of which the voters and other visitors are unaware and cannot discover through the exercise of reasonable care;
- 4.3. To furnish necessary electricity, light and heat to the Poll Site;
- 4.4. To provide access to electrical outlets, as needed;
- 4.5. To provide a telephone for official use only by County poll workers and inspectors. The phone shall be available at all times and must be in or near the poll worker areas to enable them to make and receive calls from the County;
- 4.6. To provide for up to maximum of twelve (12) chairs and three (3) tables no less than forty-eight (48) inches in length per election district;
- 4.7. To ensure that the Poll Site is accessible to the public during the times specified herein, and that the doors are opened;
- 4.8. To ensure that there is a functional restroom facility available for use by the County poll workers and inspectors;
- 4.9. To ensure that the Poll Site is not located on premises owned or leased by a person holding office or who is a candidate for public office at a primary or general election, and to notify the County immediately if the Owner should become aware that this has occurred or is occurring;

- 4.10. To ensure that the Poll Site is situated in a room or location within the building suitable for registration and voting, and which is as close as possible to a convenient entrance to such building that provides access, by ramp or otherwise, to physically disabled voters;
- 4.11. To ensure that the Poll Site is otherwise accessible to citizens with disabilities and complies with the accessibility guidelines of the Americans with Disabilities Act (the "ADA");
- 4.12. To ensure that the Poll Site is opened at the designated time to allow inspectors sufficient time to set up the voting system as well as arrange the Poll Site;
- 4.13. To make available access to a refrigerator and/or kitchen for use by the County poll workers and inspectors;
- 4.14. To have the Poll Site clear of extra furnishings prior to the arrival of the County poll workers and inspectors, in order to ensure that there is adequate space to accommodate the voting machine(s) as well as the voting booths;
- 4.15. To consent to the County's placement of temporary cones, signs and other devices in and around the Poll Site to notify voters of the voting area;
- 4.16. To acknowledge that all items placed at the Poll Site by County poll workers and inspectors shall remain the sole property of the County; and
- 4.17. To acknowledge that in the event any of the Early Voting dates are delayed or continued to another date as a result of a common disaster, the Owner agrees to make the Poll Site(s) available to the County on a subsequently scheduled election date.
- 4.18. To allow for and accommodate the continuous and uninterrupted presence of an Oneida County Sheriff's Deputy or Special Patrol Officer during all hours during the Early Voting period when the polls are closed.

5. OWNER'S INSURANCE REQUIREMENTS

- 5.1. As part of its' obligation to indemnify, defend and hold harmless the County as set forth herein, the Owner agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

5.2. Commercial General Liability Insurance (CGL): The Owner shall, at its own expense, during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than one million dollars (\$1,000,000) per occurrence and such insurance shall not be less than two million dollars (\$2,000,000) annual aggregate.

5.3. Excess/Umbrella Liability Insurance: The Owner shall, during the term of this Agreement, purchase and maintain in force a policy of umbrella and/or excess liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence.

6. **COUNTY'S OBLIGATIONS:** The County hereby promises, covenants, agrees and acknowledges as follows:

6.1. Not to use the Poll Site or any part thereof for any purpose other than the official voter registration and election functions;

6.2. Not to sub-license or assign any rights under this Agreement over said Poll Site or any part thereof to another without the prior written consent of the Owner;

6.3. To punctually pay rent, if any, as the same accrues. The rent for this Agreement shall be one hundred dollars (\$100.00) per day of each of the Early Voting periods, for a total of two thousand, seven hundred dollars (\$2700.00) during the course of 2020;

6.4. To use reasonable care to ensure that no damage happens to the building or any improvements or fixtures therein;

6.5. To provide security services if so requested in paragraph 1 of this Agreement; and

6.6. To hold the Owner harmless for any damage caused to the Poll Site(s) by placement of voting machines, booths, or other items in the Poll Site(s).

6.7. To allow for an Oneida County Sheriff's Deputy or Special Patrol Officer to provide security over the voting machines and voting equipment and materials at the Poll Site at all times during each of the Early Voting periods where the polls are closed.

7. **COUNTY'S INSURANCE REQUIREMENTS:** As part of its obligation to indemnify, defend and hold harmless the Owner as set forth herein, the County agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

7.1. Commercial General Liability (“CGL”) Insurance:

7.1.1. The County shall, at its own expense, during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than one million dollars (\$1,000,000) per occurrence and such insurance shall not be less than two million dollars (\$2,000,000) annual aggregate;

7.1.2. 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;

7.1.3. The Owner, and any other parties required by the Owner, 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.

7.2. Auto Liability:

7.2.1. The County shall, during the term of this Agreement, purchase and maintain in force a policy of business auto liability insurance in an amount equal to or greater than one million dollars (\$1,000,000).

7.3. Excess/Umbrella Liability Insurance:

7.3.1. The County shall, during the term of this Agreement, purchase and maintain in force a policy of umbrella/excess liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and such insurance shall not be less than two million dollars (\$2,000,000) annual aggregate;

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

7.3.3. Umbrella coverage for such 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.

7.4. Workers' Compensation and Employer's Liability Insurance:

7.4.1. The County shall, during the term of this Agreement, purchase and maintain in force a policy of insurance or self-insurance which will insure against all claims under New York State Workers' Compensation Law at statutory New York State limits.

7.5. Certificates of Insurance: Prior to the start of any work, the County shall provide certificates of insurance to the Owner. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the County's policies. 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 Owner.

8. INDEMNIFICATION

8.1. The obligations of the Parties 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;

8.2. To the fullest extent permitted by applicable law, the Owner (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 Owner's authorized personnel) arising out of or in connection with the exercise by the Owner or any of the Owner'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 an Indemnified Party;

8.3. To the fullest extent permitted by applicable law, the County (the "Indemnifying Party") shall indemnify and hold harmless, and at the Owner's option, defend, the Owner, 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 County's authorized personnel) arising out of or in connection with the exercise by the County or any of the County'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 an Indemnified Party.

9. TERMINATION OF AGREEMENT:

9.1. This Agreement may be terminated by the County, for any reason, upon thirty (30) days written notice to the Owner;

9.2. This Agreement may be terminated by the Owner, for any reason, upon ninety (90) days written notice to the County.

10. CHOICE OF LAW/FORUM: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

11. SEVERABILITY: If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties hereby 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 hereby agree that all other provisions shall remain valid and enforceable.

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

13. 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. 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). No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Party sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

COUNTY OF ONEIDA

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

ONEIDA COUNTY BOARD OF ELECTIONS

By: _____
CAROLANN N. CARDONE
Democratic Commissioner of Elections

ONEIDA COUNTY BOARD OF ELECTIONS

By: _____
ROSE MARIE GRIMALDI
Republican Commissioner of Elections

TOWN OF NEW HARTFORD

By: _____
PAUL A. MISCIONE
Supervisor

Approved

Robert E Pronteau
Assistant Oneida County Attorney

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. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Brenda Breen
Lynarda J. Girmonde
Stephanie L. Tighe

CLERK OF ONEIDA COUNTY

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

Phone: (315) 798-5776 ♦ Fax: (315) 798-6440

February 5, 2020
Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 20-085

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive:

During the last couple of months the County Clerk – Motor Vehicle Bureau has been overwhelmed with work. The driving public is trying to beat the deadline on getting an enhanced license, which takes on average a half hour per applicant to process. The Green Light Law, which granted undocumented immigrants the right to a driver’s license went into effect in December and has only added to the number of customers looking for drivers licenses. As a result, the staff at the DMV are unable to handle the workload during the normal work hours.

I believe we can improve the situation by allowing the staff to put in overtime hours and allow them to work on all the paperwork without having to answer questions to the customers at the same time. Fortunately, the five vacancies have freed up some funds to allocate to the overtime line.

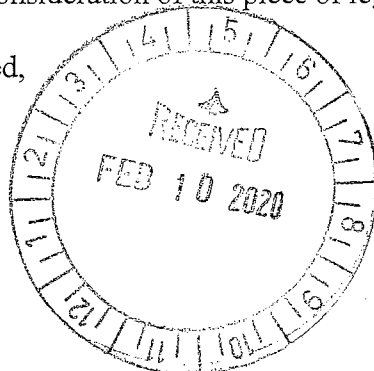
I therefore request your approval and the Board’s approval of the following 2020 transfer for the General Fund:

TO:
 AA# A1411.103 County Clerk – DMV – Overtime..... \$
 15,000.00

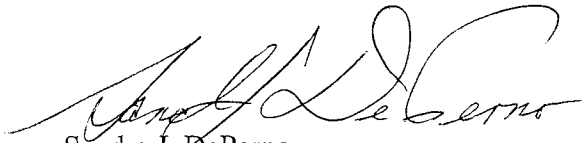
FROM:
 AA# A1411.101 County Clerk – DMV – Salaries..... \$
 15,000.00

Thank you for your consideration of this piece of legislation.

Respectfully submitted,



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 2/5/20

A handwritten signature in black ink, appearing to read 'Sandra J. DePerno', written in a cursive style.

Sandra J. DePerno
County Clerk

CC: Comptroller
County Attorney
Budget Director

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Brenda Breen
Lynarda J. Girmonde
Stephanie L. Tighe

CLERK OF ONEIDA COUNTY

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

Phone: (315) 798-5776 ♦ Fax: (315) 798-6440

January 8, 2020

FN 20 20-086

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

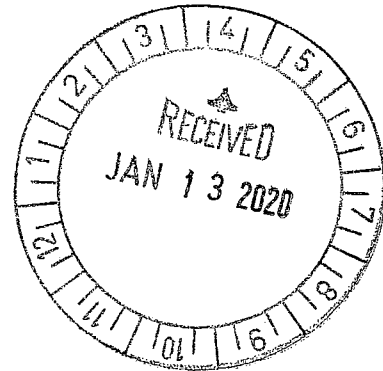
I am requesting the Board of Legislators consideration and approval of an increase in the expenses necessary to collect the mortgage tax receipt, this is based on Section 262 of the Tax Law. As provided in Tax Law Section 262, the requested reimbursement must be approved by the tax commission and accompanied by a resolution approved and passed by the Board before April 1, 2020. This process was developed to make yearly increases based on the rate of inflation rather than make larger increases at longer intervals. The expenses the Clerk's Office incurs went up this year and the current rate does not adequately reimburse the Clerk's Office for the cost of collecting this tax.

The Clerk's Office is requesting that we be allowed to charge the State of New York the actual cost of annually collecting the mortgage tax proceeds. We are requesting that the current charge be raised based on the yearly cost incurred by the County to \$492,043. As stated above, this increase requires Board action and must be to the STATE OF NEW YORK BY APRIL 1, 2020 in order to take effect.

Respectfully submitted,

Sandra J. DePerno
Oneida County Clerk

Cc: Hon. Gerald J. Fiorini, Chairman of the Board
Hon. Colin Idzi, Chairman, Government Operations



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

Anthony J. Picente, Jr.
County Executive

Date 1/10/20

MORTGAGE TAX COLLECTION EXPENSE 2020

| <u>Personnel</u> | <u>A</u> <u>Percent</u> | <u>B</u> <u>Base Salary</u> | <u>C</u> <u>Fringe Benefits</u> <u>B x 42%</u> 42% | <u>D</u> <u>Salary plus Fringe</u> <u>B + C</u> | <u>Annual Salary Cost</u> <u>A x D</u> |
|--------------------------|----------------------------|--------------------------------|---|---|---|
| County Clerk | 9% | \$88,998 | \$37,379 | \$126,377 | \$11,374 |
| 1st Deputy Clerk | 36% | \$65,224 | \$27,394 | \$92,618 | \$33,343 |
| Deputy County Clerk - #5 | 36% | \$45,274 | \$19,015 | \$64,289 | \$23,144 |
| Deputy County Clerk - #6 | 36% | \$32,216 | \$13,531 | \$45,747 | \$16,469 |
| 2nd Deputy Clerk - #22 | 36% | \$65,345 | \$27,445 | \$92,790 | \$33,404 |
| Deputy Clerk - #1N | 36% | \$52,660 | \$22,117 | \$74,777 | \$26,920 |
| Senior Clerk - #14 | 36% | \$23,510 | \$9,874 | \$33,384 | \$12,018 |
| Clerk - #23 | 45% | \$24,314 | \$10,212 | \$34,526 | \$15,537 |
| Senior Clerk - #21 | 50% | \$33,254 | \$13,967 | \$47,221 | \$23,610 |
| Senior Clerk - #18 | 65% | \$47,628 | \$20,004 | \$67,632 | \$43,961 |
| Senior Clerk - #16 | 36% | \$42,464 | \$17,835 | \$60,299 | \$21,708 |
| Senior Clerk - #17 | 36% | \$22,121 | \$9,291 | \$31,412 | \$11,308 |
| Senior Clerk - #8 | 50% | \$43,220 | \$18,152 | \$61,372 | \$30,687 |
| Clerk - #19 | 36% | \$33,707 | \$14,157 | \$47,864 | \$17,231 |
| Clerk - #24 | 36% | \$27,319 | \$11,474 | \$38,793 | \$13,965 |
| Senior Clerk - #15 | 50% | \$28,714 | \$12,060 | \$40,774 | \$20,387 |

EMPLOYEE SUB-TOTAL

\$355,066

| <u>OTHER COSTS</u> | <u>A</u> <u>Percentage</u> | <u>B</u> <u>Monthly Fee</u> | <u>C</u> <u>No. of Months</u> | <u>Annual Cost</u> <u>A x B x C</u> |
|-------------------------|-------------------------------|--------------------------------|----------------------------------|--|
| Computer Support Costs | 27% | \$15,000 | 12 | \$48,600 |
| Postage | 100% | \$1,313 | 12 | \$15,756 |
| General Office Supplies | 12% | \$1,250 | 12 | \$1,800 |
| Copy Costs | 100% | 350 | 12 | <u>\$4,200</u> |
| | | | TOTAL | \$70,356 |

| | <u>A</u> <u>No. of Cubic Feet</u> | <u>B</u> <u>Cost Per Foot</u> | <u>C</u> <u>No. of Months</u> | <u>Annual Cost</u> <u>A x B x C</u> |
|--------------------------|--------------------------------------|----------------------------------|----------------------------------|--|
| Storage Space (Inactive) | 35 | \$6 | 12 | <u>\$2,520</u> |
| | | | TOTAL | \$2,520 |

| <u>OFFICE SPACE/LIGHT/HEAT</u> | <u>A</u> <u>Percentage</u> | <u>B</u> <u>No. of Square Feet</u> | <u>C</u> <u>Cost Per Foot</u> | <u>D</u> <u>No. of Months</u> | <u>Annual Cost</u> <u>A x B x C x D</u> |
|--------------------------------|-------------------------------|---------------------------------------|----------------------------------|----------------------------------|--|
| General Office Area | 50% | 500 | \$18.12 | 12 | \$54,360 |
| Mortgage Tax Clerk Office | 80% | 56 | \$18.12 | 12 | <u>\$9,741</u> |
| | | | TOTAL | | \$64,101 |

TOTAL OTHER COSTS

\$136,977

TOTAL ALL COSTS TO ONEIDA COUNTY

\$492,043



Oneida County
Department of Information Technology
 Oneida County Office Building • 800 Park Avenue • Utica, New York 13501

ANTHONY J. PICENTE, JR.
 County Executive

ANNEMARIE AMBROSE
 Director

November 6, 2019

FN 20 20-087

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

GOVERNMENT OPERATIONS
WAYS & MEANS

Subject: Contract Recommendation – General Code Professional Services for Continuation of Enterprise Content Management Project (LaserFiche)

Dear Mr. Picente:

Oneida County established Capital Project H472 in 2013 entitled Enterprise Content Management (ECM). The software product selected to form the basis of ECM in Oneida County is *LaserFiche Rio*. This software:

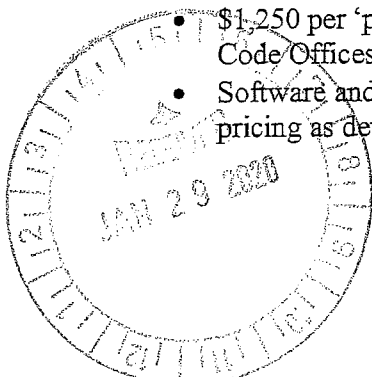
- Manages content throughout all County departments;
- Offers us centralized control over standards, security and auditing; and
- Provides individual departments the flexibility needed to customize filing structures and workflows.

Oneida County Information Technology issued a competitive RFP for installation, training and workflow development services. The only respondent to the RFP was General Code CMS, LLC of Rochester, NY.

Each department is expected to use the *LaserFiche Rio* Enterprise Content Management in their own unique way to support the individualized mission of their department. Implementation for County departments will continue to be treated as separate “mini-projects” to ensure the specific needs of each department are met. General Code and the Information Technology Department will meet with key staff within each department and will then develop a written cost estimate for labor hours and licenses required for successful implementation for each “mini-project.” The enclosed contract is a version of our standard Master Service Agreement which includes an established procedure to track the estimate, approval, completion and payment for each of these “mini-projects,” and the contract will be funded by H472.

General Code’s labor hours for implementation under this contract have been proposed as:

- \$1,950 for one person for one day and \$3,900 for two people for one day (onsite);
- \$1,250 per ‘person day’ for offsite work or \$150 per hour for work done at General Code Offices; and
- Software and licensing from LaserFiche will be provided at the current prevailing pricing as detailed in the attached General Code contract).



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

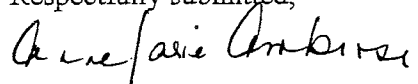
Anthony J. Picente, Jr.
 County Executive

Date 1-27-20

Electronic records management is expected to enhance Oneida County's ability to store, retrieve and share important records in a timely and efficient manner. It is also expected to reduce the need to retain "hard-copy" paper records which will have a positive impact on facilities costs and reduce the cost of paper and copying. Based on these anticipated positive outcomes, I request your approval of this Enterprise Content Management Services contract with General Code in the amount of at least \$150,000 per year for three years with two, one-year renewal options.

If you concur, I would ask that you kindly indicate so by endorsing this letter and forwarding it and the enclosed contract to the Board of Legislators for consideration at their next scheduled meeting. As always, please feel free to contact me should you have any questions or concerns.

Respectfully submitted,



AnneMarie Ambrose
Director, Information Technology

Oneida Co. Department: Central Services

| | |
|--------------------|---------------|
| Competing Proposal | <u>X</u> |
| Only Respondent | <u>X</u> |
| Sole Source RFP | <u> </u> |
| Other | <u> </u> |

**ONEIDA COUNTY
BOARD OF LEGISLATORS**

Name & Address of Vendor: General Code CMS, LLC
781 Elm Grove
Rochester NY 14624

Title of Activity or Service: Professional Services to
Support Laserfiche Projects for Oneida County

Proposed Dates of Operation: Upon execution – 11/30/2022 (3 year term)

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Continued implementation of Enterprise Content Management. Under this contract, Oneida County will purchase Laserfiche Licenses and Professional Services to provide continued support and maintenance for all departments with record management projects.
- 2) **Program/Service Objectives and Outcomes:** Electronic records management is expected to continue to enhance Oneida County's ability to store, retrieve and share important records in a timely and efficient manner. It is also expected to continue to reduce the need to retain paper records, which will have a positive impact on facilities costs and reduce the cost of paper copying.
- 3) **Program Design and Staffing:** Provides individual departments the flexibility needed to customize filing structures and workflows.

Total Funding Requested: \$450,000 **Account:** # H472
(Anticipated to be at least \$150,000 annually)

Oneida County Dept. Funding Recommendation: \$450,000

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

INFORMATION TECHNOLOGY MASTER SERVICES AGREEMENT

This Information Technology Master Services Agreement (the "Agreement") is by and between **GENERAL CODE CMS, LLC**, a domestic limited liability company organized and existing under the laws of the State of New York, whose principal place of business is 781 Elm Grove Rochester NY, 14624, hereinafter called the "Vendor," and **ONEIDA COUNTY**, a municipal corporation existing and organized under the laws of the State of New York, whose principal place of business is 800 Park Avenue, Utica, New York 13501, hereinafter called the "County." This Agreement includes any current or future statement(s) of work (the "SOW") on the form attached hereto as Exhibit "A," and executed by each party, and all such documents are incorporated by this reference.

The Vendor provides information technology Professional Services, as hereinafter defined, related to the Request for Proposal RFP #2019-271, "**Enterprise Content Management Services**," hereto attached as Exhibit "B." The parties have agreed that the Vendor will provide such Professional Services as the parties may agree, now and pursuant to future SOWs. Therefore, in consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. PROFESSIONAL SERVICES.

1.1. Professional Services. The Vendor shall provide to the County the following services, as requested, and as provided for in the Vendor's Proposal, a copy of which is attached hereto as Exhibit "C." Any and all of these services shall hereinafter be referred to, collectively, as the "Professional Services."

(a) *Service Categories.* The services constituting Professional Services within the meaning of this Agreement shall include, but not be limited to, assessments, design, hardware and software (and provisioning of appropriate licensing), implementation, support, maintenance, providing complete documentation, including implementation of plans, testing and training in the categories of:

- (i) Content Management;
- (ii) Set up County control over standards, security and auditing;
- (iii) Provide to individual departments the flexibility needed to customize filing;
- (iv) Manage security rights;
- (v) Set up new business process implementations, integrations and workflows;
- (vi) Establish folder and Laserfiche repository modifications and work flows; and
- (vii) And any other needed services

(b) *Multiple Vendors.* The County reserves the right to utilize as many different vendors as it, in its sole discretion, determines to be necessary for the performance of any individual Professional Service. The Vendor hereby acknowledges that it is aware of this, and it understands and acknowledges that the County is not guaranteeing any minimum number of hours the Vendor will be utilized, nor is the County making any promises as to the exclusivity of the assignment of the Vendor to any Professional Service.

1.2. Provision of Professional Services. The Vendor will provide the services as set forth in each SOW, and the County will provide any assistance and cooperation necessary or convenient to facilitate the Professional Services called for in any SOW. The process for submission and approval of an SOW is as follows:

- (a) *Negotiation.* The Vendor and the County shall negotiate the Professional Services to be completed by the Vendor, based upon the needs of the County.
- (b) *Quote & Proposed SOW.* Once the negotiations have been completed, the Vendor shall submit a detailed quote and proposed SOW to the County. The form of the proposed SOW shall conform to that of the aforementioned Exhibit "A," attached hereto. A sample quote has been attached to this Agreement as Exhibit "D." The quote and/or the proposed SOW shall include a detailed description of the materials to be used, the nature of the labor to be provided (along with the rates thereof), and a statement declaring what subcontractors the Vendor intends to utilize in the performance of the work covered by the proposed SOW. If the quote and proposed SOW are unacceptable to the County, for any reason, further negotiations may be conducted.
- (c) *Signed SOW & Purchase Order.* If the quote and proposed SOW are acceptable to the County, the County shall execute the SOW, and shall return a signed copy of the SOW to the Vendor along with a purchase order.
- (d) *Performance of Work.* Once the signed SOW and purchase order have been received, the Vendor shall begin to perform the Professional Services covered by the SOW. Under no circumstances is any work to be undertaken without a signed SOW. The Vendor agrees and hereby acknowledges that any expenditures or costs incurred by the Vendor prior to their receipt of a signed SOW are undertaken entirely at their sole risk and expense.
- (e) *Certificate of Completion.* At the completion of all the Professional Services called for in a signed SOW, the Vendor shall provide the County with a certificate of completion, signed by a representative of the Vendor. A sample of this certificate of completion is attached hereto as Exhibit "E." Once the County has ensured that the work covered by the SOW has been completed to its satisfaction, the County shall also sign the certificate of completion, returning a fully executed copy to the Vendor.

1.3. Deliverables.

- (a) *Acceptance & Rejection.* Any software or other deliverable created pursuant to any Professional Services (the "Deliverables") will be considered accepted (the "Acceptance") (a) when the County provides Vendor written notice of acceptance or (b) thirty (30) days after delivery, if the County has not first provided the Vendor with written notice of rejection. The County may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed in the applicable SOW and only via written notice setting forth the nature of such deviation. In the event of such rejection, the Vendor will correct the deviation and redeliver the Deliverable within twenty (20) days. After redelivery pursuant to the previous sentence, the parties

will again follow the acceptance procedures set forth in this Subsection 1.3(a).

- (b) *License to Deliverables*. Effective upon Acceptance of each Deliverable, the Vendor grants the County a nonexclusive, fully paid, royalty-free license to reproduce, modify, and use such Deliverable as necessary for the County's internal business purposes, provided the County complies with the restrictions set forth below in Subsection 1.3(c).
- (c) *Restrictions on Deliverables Rights*. The County will not distribute, publicly display, publicly perform, or sublicense any Deliverables (including without limitation any derivative work thereof). The Vendor retains ownership of all Deliverables, and the County receives no right, title, or interest in or to Deliverables except as specifically set forth in Subsection 1.3(b) above.

2. FEES & REIMBURSEMENT.

- 2.1. Payment. The County will pay Vendor the fees as set forth in each SOW, and shall reimburse such expenses as Vendor reasonably incurs in provision of the Professional Services.
- 2.2. Vouchers. Such payment shall be made by the County after receipt of vouchers presented by the Vendor on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

3. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one party to this Agreement (the "Discloser") discloses to the other (the "Recipient"): (a) any document the Discloser marks "Confidential;" (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; (c) any information contained in the County's files that is confidential pursuant to any applicable provisions of federal, state and local laws, rules and regulations, including, but not limited to, the New York State Public Health Law and Regulations, the New York State Social Services Law and Office of Children and Family Services rules and regulations, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and shall not be disclosed except as authorized by law; and (d) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

- 3.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the Professional Services (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Article 2.1;

and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.

- 3.2. Injunction. The Recipient agrees that breach of this Article 2.1 would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 3.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 3.1 above (*Nondisclosure*) will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.
- 3.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.
- 3.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:
 - (a) *Immunity*. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
 - (b) *Use of Trade Secret Information in Anti-Retaliation Lawsuit*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

4. HIPAA DISCLOSURES

- 4.1. HIPAA Assurances. In the event Vendor creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition a Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Vendor shall:
- (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
 - (b) Not use or further disclose the PHI, except as permitted by law;
 - (c) Not use or further disclose the PHI in a manner that had the County done so, would violate the requirements of HIPAA;
 - (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
 - (e) Comply with each of the applicable requirements of 45 C.F.R. Part 162 if the Vendor conducts standard transactions for or on behalf of the County;
 - (f) Report promptly to the County any security incident or other use or disclosure of PHI not provided for by this Agreement of which Vendor becomes aware;
 - (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Vendor's obligations under this paragraph and agree to the same restrictions and conditions;
 - (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
 - (i) Account for PHI disclosures for up to the past six (6) years as requested by the County, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;
 - (j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining the County's compliance with HIPAA; and
 - (k) Incorporate any amendments or corrections to PHI when notified by the County or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

- 4.2. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, the County may immediately terminate this Agreement if it determines that the Vendor breaches any term in this Section. Alternatively, the County may give written notice to the Vendor in the event of a breach and give the Vendor five (5) business days to cure such breach. The County shall also have the option to immediately stop all further disclosures of PHI to the Vendor if the County reasonably determines that the Vendor has breached its obligations under this Section. In the event that termination of this Agreement is not feasible, the Vendor hereby acknowledges that the County shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.
- 4.3. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by the County, the Vendor shall either return or destroy all PHI received from the County or created or received by the Vendor on behalf of the County in which the Vendor maintains in any form. The Vendor shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that the Vendor determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, the Vendor shall provide to the County notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for the Vendor to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as the Vendor maintains such Protected Health Information.
- 4.4. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.
- 4.5. Amendment. The Vendor and the County agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of confidential information. All such amendments shall be made in a writing signed by both parties.
- 4.6. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the then most current version of HIPAA and the HIPAA privacy regulations.
- 4.7. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.
- 4.8. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

5. REPRESENTATIONS & WARRANTIES.

- 5.1. From Vendor. The Vendor represents and warrants: (a) that all Professional Services will be performed in a professional and workman like manner; and (b) that all Deliverables will conform to their specifications set forth in the applicable SOW for a period of three (3)

years following Acceptance (as defined in Subsection 1.3(a) above). In the event of a breach of either warranty in this Section 5.1, the Vendor, at its own expense, will promptly re-perform the Professional Services or repair and redeliver the Deliverable in question.

- 5.2. From Each Party. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- 5.3. Warranty Disclaimers. Except as set forth above in this Article 4, the Vendor PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL BE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

6. INDEMNIFICATION.

- 6.1. From Vendor. The Vendor will defend and indemnify the County and the County's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of, related to, or alleging: (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by any Deliverable; or (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the Vendor or of any of its agents, subcontractors, or employees. The Vendor's obligations set forth in Subsection 6.1(a) above do not apply to the extent that an Indemnified Claim arises out of: (i) the County's breach of this Agreement; (ii) revisions to the Deliverable made without the Vendor's written consent; (iii) the County's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided Vendor offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (iv) the Vendor's design or modification of the Deliverable in compliance with specifications provided by the County; or (v) use of the Deliverable in combination with hardware or software not provided by the Vendor, unless (A) the SOW, or other documentation provided by the Vendor or agreed between the parties, (collectively, the "Documentation") refers to a combination with such hardware or software, without directing the user not to perform such a combination, or (B) such combination achieves functionality described in the Documentation (and the Documentation does not direct the user not to perform such combination). The Vendor's obligations set forth in Subsection 6.1(b) above do not apply to the extent that an Indemnified Claim arises out of the County's breach of this Agreement.
- 6.2. From County. The County will indemnify and defend the Vendor and the Vendor's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any

third party claim, suit, or proceeding arising out of or related to injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the County or of any of its agents, subcontractors, or employees. Indemnified Claims listed in Subsection 6.2 above include, without limitation: (i) claims by any of the County's employees, contractors, or other users (collectively, "Users"); and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information. Indemnified Claims listed above in Section 6.2 do not include any claim that would constitute an Indemnified Claim pursuant to Section 6.1(a) above.

- 6.3. Litigation & Additional Terms. The obligations of the indemnifying party (the "Indemnitor") pursuant to Section 6.1 or 6.2 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor's expense and payment of judgments; and (b) will be excused to the extent that the other contracting party's ("Indemnified Party's") or any of such Indemnified Party's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

7. INSURANCE

- 7.1. The Vendor 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) The County and any other parties required by the 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 insured(s).
 - (b) Workers' Compensation and Employer's Liability: Statutory limits apply.
 - (c) Professional Liability ("PL") coverage, including errors and omissions, with limits of insurance of not less than \$2,000,000 each occurrence and \$2,000,000 annual aggregate. (An umbrella or excess liability policy may be utilized to attain these PL

limits).

- (i) The County and any other parties required by the County shall be included as additional insureds. PL 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).

7.2. Waiver of Subrogation: the Vendor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, PL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

7.3. Certificates of Insurance: Prior to the start of any work, the Vendor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the Vendor's policies. 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 County.

8. LIMITATION OF LIABILITY.

8.1. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8.2. Exclusions. This Article 8.2 does not apply to: (a) claims pursuant to Article 3 (*Confidential Information*), Article 4 (HIPAA) or Article 6 (*Indemnification*) of this Agreement; or (b) claims for attorneys' fees or other litigation costs the County becomes entitled to recover as a prevailing party in any action.

9. TERM & TERMINATION.

9.1. Term. The term of this Agreement will commence on the date it is executed by both parties (the "Effective Date") and continue for an initial term of three (3) years. Up to two (2) renewal terms of one (1) year each will be considered upon the mutual written agreement of the parties.

9.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other party first cures the breach.

9.3. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice. On the date of such termination, County will pay Vendor for those services provided up to the date of such written termination.

9.4. Survival. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of County to pay fees incurred before termination; (b)

Articles and Sections 1.3(c) (*Restrictions on Deliverables Rights*), 3 (*Confidential Information*), 5.3 (*Warranty Disclaimers*), 6 (*Indemnification*), 8 (*Limitation of Liability*), and 11.1 (*Feedback*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

10. INDEPENDENT CONTRACTORS

- 10.1. It is expressly agreed that the relationship of the Vendor to the County shall be that of an independent contractor. None of the Vendor's officers, agents, directors or employees shall 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 Vendor, in accordance with the Vendor's status as an independent contractor, covenants and agrees that none of the Vendor's officers, agents, directors and employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees 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.
- 10.2. The Vendor warrants and represents 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. The Vendor and the County agree that the Vendor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- 10.3. None of the Vendor's officers, agents, directors or employees shall be eligible for compensation from the County due to illness, absence due to normal vacation, absence due to attendance at school or special training, or a professional convention or meeting.
- 10.4. The Vendor acknowledges and agrees that none of its officers, agents, directors or employees shall be eligible for any County employee benefits, including retirement membership credits.
- 10.5. The Vendor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Vendor under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Vendor's form of business organization. With respect to the Vendor's officers, agents, directors and employees, this responsibility shall include 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). The Vendor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- 10.6. The Vendor will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- 10.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Vendor's independent contractor status, it is agreed that both the

County and the Vendor 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.

10.8. The Vendor agrees to comply with federal and state laws, as supplemented, with the United States Department of Labor regulations, and any other regulations of any federal and state entities relating to such employment and civil rights requirements.

11. MISCELLANEOUS.

11.1. Feedback. The Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that the County or any user provides to the Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict the Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting the County or the User in question. Notwithstanding the provisions of Article 3 above, Feedback will not be considered Confidential Information, provided that information that the County transmits with Feedback, or is related to Feedback, may be considered Confidential Information. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

11.2. Notices. Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

(a) *For the Vendor:* General Code CMS, LLC, 781 Elm Grove
Rochester NY, 14624

(b) *For the County:* Oneida County Information Technology, 800 Park Avenue, Utica,
NY, 13501 *and*

Oneida County Attorney, 800 Park Avenue, Utica, NY 13501

11.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

11.4. Subcontractors. The Vendor shall not subcontract any work to be performed under this Agreement without the prior written consent of the County, and any permitted subcontractor shall agree, in writing, to be bound by the terms of this Agreement as if it were the Vendor under this Agreement. The Vendor shall be responsible to the County for any failure by any subcontractor to comply with the terms of this Agreement.

11.5. Assignment & Successors. The Vendor may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this Section 11.5, this Agreement will be binding upon and inure to the benefit

of the parties' respective successors and assigns.

- 11.6. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 11.7. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 11.8. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York. This Section 10.8 governs all claims arising out of or related to this Agreement, including without limitation tort claims.
- 11.9. Conflicts. In the event of any conflict among any of the Exhibits to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (1) this main body of this Agreement; and (2) any SOW, with more recent SOW's taking precedence over later ones.
- 11.10. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- 11.11. 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. 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). No waiver, alterations or modifications of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
- 11.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

11.13. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

11.14. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

11.15. Advice of Counsel. Each arty 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.

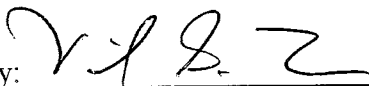
11.16. Assignment. No party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all parties.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF ONEIDA

GENERAL CODE CMS, LLC


By: _____
(signature)

By:  _____
(signature)

Name: **Anthony J. Picente, Jr.**

Name: **Daniel S. Foster**

Title: **Oneida County Executive**

Title: **President GENERAL MANAGER** 

Date: _____

Date: 12/4/19

Approved

Robert E. Pronteau
Assistant County Attorney

EXHIBIT A

STATEMENT OF WORK NUMBER _____

Project Title: _____

This Statement of Work Number _____ (this "SOW") is entered into pursuant to the _____ [date] Information Technology Master Services Agreement (the "Agreement") by and between _____ ("Vendor") and _____ ("County").

This SOW is incorporated into the Agreement. In the event of any conflict with this SOW, the main body of the Agreement will govern. The provisions of this SOW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SOW will have the meanings given in the main body of the Agreement.

I. Professional Services & Deliverables. Vendor will provide the following services: [Insert description of professional services. Include technical specifications for any Deliverables, materials to be used, types of labor to be employed (with the rates therefore), and any subcontractors to be utilized, or include reference to specifications attached to this SOW.]

II. County Cooperation. County will reasonably cooperate with Vendor in the provision of services and will provide the following assistance to Vendor: [Insert description of County responsibilities, or insert "N/A" if not applicable.]

III. Payment. County will pay Vendor as follows: [Insert payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement.]

IV. Additional Provisions. In addition, the parties agree as follows: [Insert additional terms or "N/A" if not applicable.]

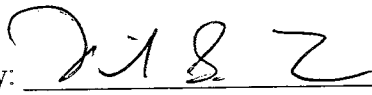
This SOW is effective as of the latest date of execution set forth below.

CUSTOMER

GENERAL CODE, CMS, LLC
VENDOR

By: _____

(signature)

By: 

(signature)

Name:

(print)

Name:

DANIEL S. FOSTER

(print)

Title:

Title: GENERAL MANAGER

Date: _____

Date: 12/5/19

LLC CERTIFICATE OF AUTHORITY

I, DANIEL S. FOSTER, a General Manager of
(Name) (Specify Member or Manager)

GENERAL CODE CMS LLC LLC, a limited liability company organized
(Name of Company)

and existing under the laws of the State of NEW YORK, (the

“Company”), hereby certify: (i) that GENERAL CODE CMS LLC is run by
(Name of Company)

GENERAL MANAGER; (ii) that DANIEL S. FOSTER
(Specify if run by its Members or a Manager) (Name of signer of contract documents)

is a General Manager of General Code CMS LLC; and (iii)
(Specify Member or Manager) (Name of Company)

that as such, DANIEL S. FOSTER, pursuant to the articles of

organization and the operating agreement is empowered and authorized, on behalf of the

Company, to execute and deliver contracts and amendments thereto, and all documents

required therewith and associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the seal of the LLC this ~~15th~~ day of JANUARY, 2020.

[or, if the LLC has no seal]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this 15th day of JANUARY, 2020. The LLC has no seal.

If the LLC has a seal, place it here



Print Name: DANIEL S. FOSTER
Its: Member / Manager General Manager

EXHIBIT B

Request for Proposal

Sealed Proposals, subject to the conditions contained herein, will be received by ONEIDA COUNTY INFORMATION SERVICES until 3:00 P.M., local time on Thursday July 11, 2019, for:

Oneida County Information Technology “Enterprise Content Management System Services”

RFP- # 2019-271

Specifications MUST be RECEIVED by Oneida County Information Technology, AnneMarie Ambrose, Director of Information Technology in person or by mail to Oneida County Information Technology, 800 Park Avenue, Utica, NY 13501

Copies of the described RFP may be examined at no expense at the department of Oneida County Information Technology or download from the Oneida County website at <http://www.ocgov.net> (Public Notice Section.)

The return envelope must be clearly marked with the RFP # and addressed to the department of Oneida County Information Technology/ AnneMarie Ambrose, Director of Information Technology.

The owner reserves the right to reject any or all proposals received.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This policy regarding sealed bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap.

AnneMarie Ambrose
Director of Information
Technology

Dated: June 24, 2019

Oneida County “Enterprise Content Management System Services” RFP - #2019-271

PROJECT OVERVIEW

Oneida County is seeking possible multi-vendor service contracts for enterprise content management services using the Laserfiche product. Oneida County is comprised of 39 departments that span over 20 physical locations. Oneida County Information Technology continues to promote scanning technologies within the departments to reduce the need to retain paper records. We are interested in contracting with a provider or providers to support this project. The vendor will need to be able to complete business process analysis and create workflows and templates for scanning. The vendor will also be required to support license distribution and be available for a wide variety of troubleshooting in the absence of in house staffing.

Those tending an offer are required to demonstrate past successful experiences in supporting customers of similar size and nature as Oneida County. The successful vendor(s) will be required to comply with all applicable Oneida County policies; state, federal and local laws and provide evidence of general liability insurance.

PROPOSAL SUBMITTAL

Original Proposal The complete proposal must be submitted in a sealed package with one (1) original, 4 copies and one (1) electronic copy, prior to the date and time specified on the Invitation to RFP page of this document. All proposals shall be marked “Enterprise Content Management System Services - RFP - #2019-271” Vendor(s)s shall include all documents necessary to support their proposal in the sealed package. Vendor(s)s shall be responsible for the delivery of proposals during business hours to the address indicated in the Invitation to RFP. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. Proposals received after the time specified will not be considered and will be returned unopened.

Vendor(s) should summarize all resources assumed or expected to be provided either by Oneida County or any other party essential to the success of this contract. This summary should clearly identify what the Vendor(s) expects or anticipates by way of County or third party personnel or resources.

No proposal will be considered which is not signed by an authorized official of the firm.

PROPOSAL SPECIFICATIONS

If there are any questions regarding this RFP, please contact Chuck Klein by email at cklein@ocgov.net.

SCOPE OF SERVICES

The County Scope of Services for this proposal includes support for County wide continuation of services using LaserFiche RIO including licensing and training. Work with each department or sub department to provide workflows and templates where applicable. Desired contract will include but is not limited to:

- LaserFiche Enterprise Content Management software and related services
- Web-based forms and related services
- Document Workflow
- Document imaging/scanning services
- Business Process consulting
- Basic license distribution
- All levels of technical support

NOTE: Vendors/Proposers should include in their proposals detailed service level plans they can offer for each and every service they have available.

The proposer needs to specify whether they are willing to work with another vendor on these projects and must also be willing to commit to Oneida County to a minimum of 1 to 2 days weekly for support and further action.

QUALIFICATION REQUIREMENTS OF THE SELECTED VENDOR(S)

To be considered qualified, bidders must meet the following minimum requirements:

- A. Minimum of three (3) years of experience with Enterprise Content management projects using LaserFiche on a project of like size and complexity.
- B. Reference of at least one voice and data support project for a local government similar in size to the County of Oneida, New York.

COST

Vendor(s) are asked to list all service offerings and their associated costs. These costs should directly relate to the scope of services listed above but are not limited to only these services. Rates may not increase over the duration of the contract.

CONTRACT CONSIDERATIONS

1. Oneida County intends to award a multi-vendor contract for these services.
2. The contract is anticipated to be for 3 years with 2 – 1 year renewal options.
3. Interested vendor(s) are encouraged to contact AnneMarie Ambrose, Director of Information Technology at 315-798-5822 or by email at aambrose@ocgov.net to clarify the requirements of this RFP prior to proposal submission.
4. Please note, pursuant to the criteria and ranking table below, additional points will be awarded to those vendors that are willing to commit to shorter times for responses on help tickets. It is of utmost importance to Oneida County that its content management system have the highest level of uptime and reliability. Vendors should take this into account in preparing their proposals to address the help ticket response times, including a set established timetable, as well as the dedication of (multiple) personnel to keeping Oneida County's content management system operational.
5. This RFP and the successful proposal will become attachments to the resulting contract or agreement. Oneida County takes the issue of privacy and confidentiality very seriously and values the trust you place in us. Please be advised that, all information contained within County contracts is a public record once you provide it, and may be subject to public inspection and copying if not otherwise protected by federal or state law.
6. All expenses involved with the preparation and submission of proposals, and any work performed in connection therewith, shall be borne by the Proposer. No payment will be made to any responses received nor for any other effort required of or made by the Proposer prior to a contract award.
7. All proposers are hereby advised that Oneida County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Proposers agree to such activity and release Oneida County from all claims arising from such activity. Proposals will be evaluated based on the County's analysis and ranking of each firm's responses relative to the activities described in this RFP.
8. Scoring Criteria and Weights are as follows:

| CRITERIA | MAXIMUM POINTS |
|---|----------------|
| a. Strength of Proposal Experience of personnel | 30 |
| b. Demonstrated understanding of Oneida County | 10 |
| c. Shorter response times on help tickets, and/or more dedicated personnel to addressing issues | 20 |
| d. Strength of references | 10 |
| e. Cost | <u>30</u> |
| TOTAL | 100 |

ELEMENTS OF PROPOSAL

Organizations interested in providing Oneida County Information Technology with Enterprise Content Management System Services must provide the following:

1. A narrative describing your firm's approach to meeting the requirements summarized in this RFP;
2. A Project Plan describing all actions, activities, costs and timelines required by the bidder and Oneida County;
3. A description of practice proving five (5) years of experience doing similar onsite scanning projects;
4. Resumes for Key Personnel;
5. A brief summary of your proposed response times and procedures as well as a listing of personnel dedicated to addressing help tickets;
6. A sample copy of your proposed monthly status report, if any;
7. A sample copy of your standard contract;
8. A sample copy of your current purchase order form;
9. A sample invoice;
10. A sample Statement of Work;
11. A brief outline of your organization including:
 - a. Full legal name and address of the company,
 - b. Management overview,
 - c. Year company was established, and
 - d. Current number of employees;
12. Three references for organizations that have utilized your services - similar in size and scope to those described in this RFP. Please include enterprise name, contact name, telephone number and email address for each.
13. A brief outline of all services currently offered by your organization

EXHIBIT C

Oneida County, New York

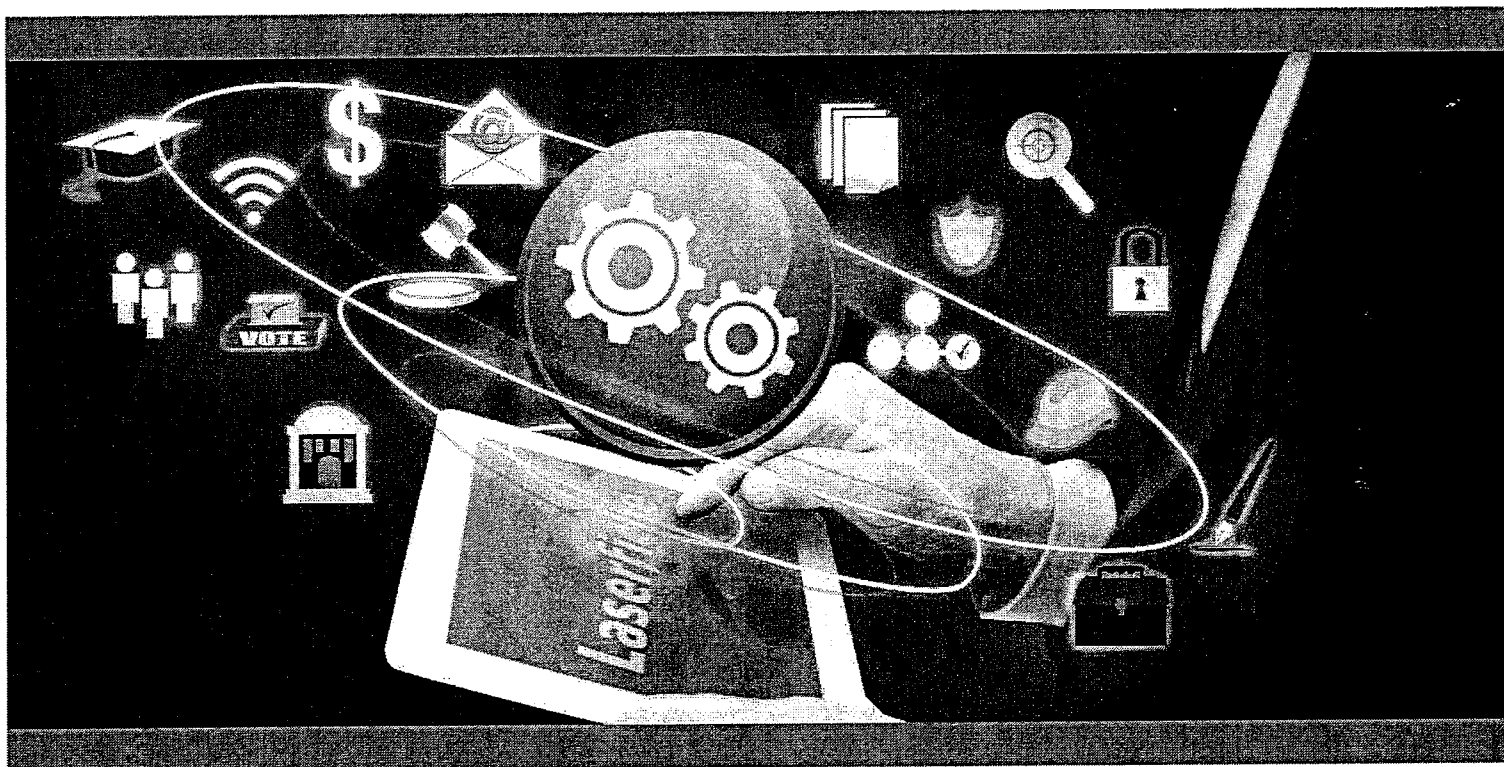
Enterprise Content Management System Services

RFP #2019-271

Term: Three Years

Renewal Options: Two 1-Year Options

Proposal Due Date: July 11, 2019 by 3:00 PM



Liz Mistretta
Solutions Account Executive
Cell: (585) 705-7412
781 Elmgrove Road
Rochester, NY 14624
LMistretta@generalcode.com

**GENERAL
CODE**

CMS Division



July 10, 2019

Oneida County Department of Information Technology
AnneMarie Ambrose
Director of Information Technology
800 Park Avenue
Utica, New York 13501

Dear Ms. Ambrose and the Selection Committee:

General Code is pleased to submit this response to the Oneida County ('County') Request for Proposal (RFP) for Enterprise Document Management System Services.

Based on our understanding of the stated requirements highlighted in the RFP, General Code, CMS, LLC believes we are uniquely qualified to provide the services and support requested by the County. General Code has worked with the County for over 6 years implementing and supporting its existing Laserfiche RIO solution. We have a team of technicians, programmers, trainers, project managers and sales staff to assist the County in expansion and use of the Laserfiche RIO system. We have developed solutions for the District Attorney, DPW, County Attorney, along with others to enhance content management and business process goals. General Code also has built an Assigned Counsel solution utilizing Laserfiche and eForms that is currently being used by the Oneida County Assigned Counsel.

Combined with over 55 years serving government administrations to address the organization and publishing of code and ordinance information, General Code has over 20 years of experience providing integrated ECM/BPM solutions. As a result of our years of service supporting 450+ public sector Laserfiche customers, we have developed the experience, knowledge and bandwidth to fully contribute to Oneida County's ECM initiative. In addition, our customer support post implementation is second-to-none as evidenced in our customer surveys and the number of accounts who have chosen to transfer their Laserfiche support to us.

Our response follows the format prescribed in the RFP as closely as possible. We would be pleased to discuss any aspect of the proposal to provide further clarification should additional information be required. Our contact information is as follows:

Authorized Representative:

Daniel Foster, General Manager, 781 Elmgrove Road, Rochester, NY 585-802-0854, DFoster@generalcode.com

Primary Contact:

Liz Mistretta, Account Executive, 781 Elmgrove Road, Rochester, NY 585-705-7412, LMistretta@generalcode.com

Thank you for the opportunity to provide our response to the County's RFP. We look forward to continuing our working relationship with you for many years to come.

Respectfully submitted,

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

Daniel S. Foster
General Manager
General Code, CMS, LLC

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1. NARRATIVE / EXECUTIVE OVERVIEW

In 2013, General Code was awarded the contract for Laserfiche Software and Services in support of Oneida County, NY. In the 6 years since the contracts were awarded from Oneida County, General Code has set up and supported: 236 Users; over 100 Business processes; trained over 180 Oneida County employees on the Laserfiche platform, provided project management, grant writing and content management consulting.

In parallel to this support and development General Code has expanded its resources significantly both inside and outside the organization and has utilized many of these resources in support of Oneida County. We have long recognized the need to mitigate the risk our customers might feel for having enough resources to support an aggressive implementation of an enterprise content management solution along with the growing interest of incorporating a shared services approach with other jurisdictions to provide broader capability at a lower cost.

In recognition of this need for risk mitigation General Code has expanded resources in support of our clients both internally and externally. Internally, General Code has expanded its technical staff in support of all 450+ Laserfiche customers we work with in 16 different states - nearly half of which are in the state of New York. We have an integrated delivery and support system that is made up of 3 key component areas in our business. These include:

- Project Management
- Technical Engineering and Training
- Support Engineering

Currently General Code is staffed with:

- 1 Technical Operations Manager
- 3 Project Managers
- 3 Technical/Training Engineers
- 5 Support Engineers/Helpdesk

We are currently hiring a fourth Technical Engineering staff member to join our Technical Engineering team. In any instance where the volume of work and projects coming from Oneida County require additional resources for faster, near-term implementation, General Code is well staffed to support that type of aggressive expansion. We understand that Oneida County would like 1-2 days per week of focused support either onsite at the Oneida County offices or offsite at General Code or a combination of both. We have committed to providing such support and have included pricing further in this response for dedicated technical support both onsite and off over an above the technical support already given daily through the helpdesk and project management functions.

In addition to our Technical Support Team, we have expanded our Sales Support Team as well. Our Sales Team provides significant account support for project planning through business process needs assessments as well as support in development of grant strategies for resource acquisition in support of account growth. We have a Sales Operations Manager along with Oneida County's current Solutions Account Executive and an

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inside Sales Representative who works in support. Also, in support is our pre-sales team that provides all of the pricing and proposal information required for system expansion and support services.

Externally, in support of our clients General Code has established business relationships with two other Laserfiche Resellers in critical areas of functionality including program integration and data migration/conversion. Those allied Laserfiche Resellers are:

- IP Digital of Boston, MA (integration development and programming for the NYPTI Case Management integration with Laserfiche)
- DataFlow, Inc. of Binghamton, NY (data migration and email management)

Both of these companies remain as vendor partners to General Code and are available to support critical project development and implementation of services for overflow and backup of these types of critical work. Both have been involved in key development projects for Oneida County as noted and remain available in support of any and all Technical Engineering support programs.

In addition to these external resources, General Code maintains an excellent relationship with Laserfiche's Technical Support Team and utilizes their services as a second level of support for any technical issues that require more in-depth review of technical issues that arise out of the internal software programming. Laserfiche currently has a total staff of 300 employees based in Long Beach, CA. Over half of their staff are software development engineers and technical support staff who are available to our customers on an as needed basis.

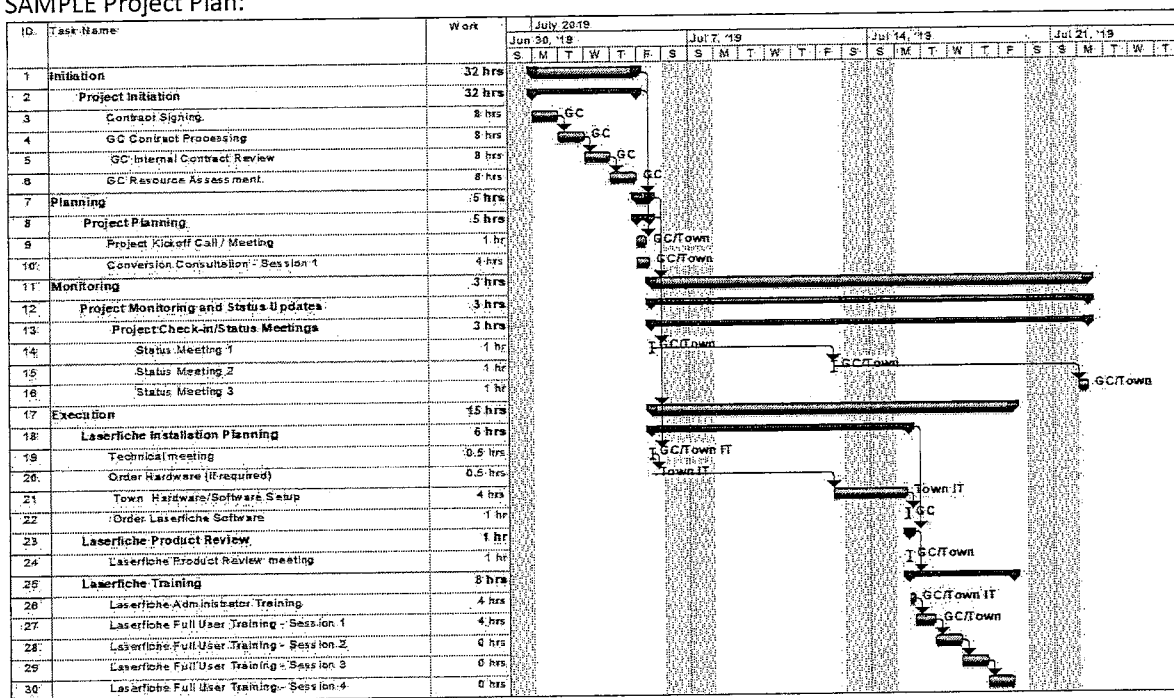
It is crucially important, when working with the Laserfiche software that items such as security rights, new business process implementations, integrations and workflows, folder and Laserfiche repository modifications, that every consideration is given to achieve the best end product and to circumvent complications. Laserfiche is built for flexibility; however, with that flexibility comes a need for governance. To that end, any additional Laserfiche supplier would need to work through General Code as a subcontractor. This structured approach will afford the County cohesive projects and continuity of service while providing the necessary oversight and system management. A complete understanding of the software, how it has been implemented and how it is structured is imperative to productive and cost-effective expansion of the software solutions.

2. SAMPLE PROJECT IMPLEMENTATION PLAN

For each project the County enters into under the 3-year services agreement a scope of work for that project is written and used as the foundation to build a project plan. Below is a sample project plan for your review. Since the services contract does not include a specific project to outline it is difficult to itemize the needs of both General Code staff and Oneida County as requested in the RFP (“A Project Plan describing all actions, activities, costs and timelines required by the bidder and Oneida County.”) This statement is very hard to define since there are no parameters for the next 3 years of projects and services are need based.

With that understanding, we have provided a sample project plan that General Code utilizes regularly for projects. We use Gantt charts to outline the project steps, assignments and timelines. This in combination with the statement of work and monthly status reports for each project provides the necessary foundation for a structured project management approach. Enabling both the County and General Code to manage expectations, timing, scope changes and issues that arise during an implementation of a project.

SAMPLE Project Plan:



3. EXPERIENCE

For over 56 years, General Code has been in the business of organizing important government information and records to provide easier access and greater transparency. We are experts in improving document and content management processes and delivering cutting-edge technology solutions, providing new and reliable tools to our customers to better serve their constituents. We pride ourselves in our level of experience, our technical knowledge in the industry and our focus on the customer.

General Code's Content Management Business is responsible for all sales, implementation and support of over 400 Laserfiche customers - primarily local and County Governments in 17 different states. We have been a Laserfiche reseller for over 19 years and are one of the few Platinum Certified Laserfiche Resellers in the Laserfiche network. We have consistently been a top 5 government reseller for Laserfiche for the past 16 years having been a Laserfiche Winner's Circle VAR the last 16 years.

PARTNERSHIP WITH ONEIDA COUNTY

Oneida County, through its Department of Information Technology, entered into an agreement with General Code, LLC for Enterprise Content Management (ECM) services for the second 3-year term from September 12, 2016 through September 11, 2019. To form the basis of the ECM system, Laserfiche Rio software was selected as the County's chosen ECM solution because it combines comprehensive ECM functionality with business process management, security and auditing tools. General Code's experience with County government implementation, history of customer service and ability to bring a consultative and partnered approach to the County's ECM project made General Code the ideal partner for this project.

Since initial implementation of the ECM system in 2013, Laserfiche Rio has been implemented within the following departments:

- Assigned Counsel
- Audit and Control
- Board of Elections
- Board of Legislature
- Budget
- Central Services
- County Attorney
- District Attorney
- Department of Public Works
- Department of Social Services - Legal
- Engineering
- Finance
- Department of Health
- 911
- Office of Aging
- Payroll
- Pistol Permits
- Planning
- Public Defender – Civil Family Court
- Purchasing – Audit Control

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- Veteran's Affairs

Specific projects that have been implemented within the ECM rollout are as follows:

- Automation of the District Attorney Case Records from incoming through adjudication
- Integration of NYPTI (DA Case Management System) with Laserfiche
- Contract Management Automation through negotiation to approval of contract
- Asset Allocation and Reporting for DPW
- Automation of Planning Application
- Automation of Transportation Survey for Planning
- Automation of Candidate Petitions for Board of Elections
- Automation for invoicing and payment for Assigned Counsel
- Compliance Tracking
- Case Workflow Automation for Public Defender – Civil
- Case Management Workflow for Department of Social Service – Legal
- Scanning folder setup and training for all departments listed above along with various other items and departments specifically for the Opiates Case.

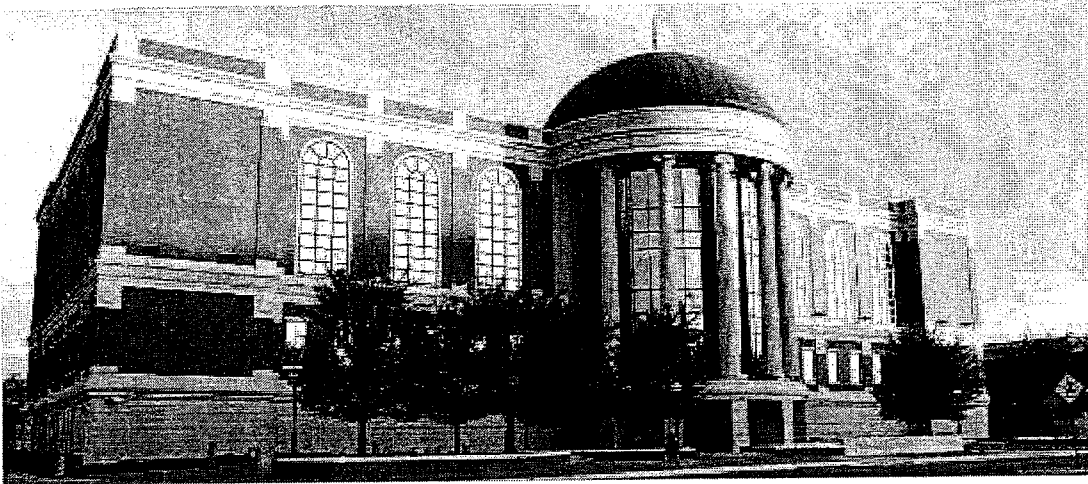
General Code specific support:

- Onsite User Group for refresher training April 2019 – 2 sessions
- Onsite Project Management support with determining project goals and scope continual
- Onsite Account Executive support/demonstrations/discussions for expansion for the shared service initiative with the Towns/Villages in Oneida County
- Account Executive support with writing 2 grants over the last 6 years for the total \$161,150
- Support with the Email Categorization consultative report from the planning grant and future grant writing for the remaining \$250,000 eligible for program implementation for email categorization.
- Onsite and offsite scanning consultative services and recommendations
- Laserfiche Empower Registration Scholarships
- Support for writing Award Applications for RunSmarter, Digital Counties
- Support for presentations to NYSAC, NYSACC, Laserfiche Empower
- Laserfiche training CCP Course registration fees supplied

VISION FOR CONTINUED EXPANSION

Oneida County envisions that all County departments will benefit by implementing Laserfiche Rio ECM software to store, retrieve and share important records in a timely and efficient manner. In keeping with its vision to incorporate all County departments, the County desires to enter into an agreement for an additional three (3) years to include the term September 12, 2019 through September 11, 2022. General Code and Information Technology will work together on this multi-phased project and continue their efforts to meet with key staff within each department to develop a written cost estimate for labor hours and licenses required for successful implementation for each department-specific application. This continued expansion is consistent with the County's strategic plan to create greater efficiency, lower costs and improve productivity. The project team will continue to evaluate each unique business structure and its respective processes to accomplish this task and reach all objectives.

County ECM Solutions



County governments provide essential services to communities. The nature of these services is diverse—from operating 911 centers, supplying drinking water, and building local economies through economic development. Counties like yours maintain roads and bridges, run hospitals and nursing homes, and manage airports. Functions essential to our democratic system—such as conducting elections, ensuring a fair and speedy judicial system, and providing transparency to citizens and journalists—are in the hands of our county governments.

Each of these activities is critical and complex, so everything must run smoothly all the time. Whether it involves administering contracts, following procurement processes, filing and retrieving vital records, or accepting payments for services rendered, counties must run like clockwork. When so many essential services depend on county government, county governments depend on Laserfiche and the Enterprise Content Management (ECM) solutions of General Code.

Our Laserfiche solutions are best-in-class for records management. Your records will be properly and efficiently processed, stored, and filed for easy access in a central repository. But our solutions offer even more benefits for county operations. With Business Process Management, you'll automate complex, multi-departmental processes across your county. You'll be streamlined, speed up approvals, and save time and money. And with the integration capabilities of our ECM solutions, you'll be able to connect all of your existing and essential software solutions into one cohesive system.

Today's most forward-thinking counties are using General Code's ECM solutions to transform complexity into simplicity. They realize what it takes to keep their county running smoothly. It takes Enterprise Content Management from General Code. It takes Laserfiche.

As a sampling, General Code has performed the following Laserfiche Rio installations or upgrades for customers with 25 Laserfiche users or more within the past five (5) years:

Scalable 

ECM Solutions That Can Expand With You

Many county governments originated as divisions of their state government. They were small organizations and provided limited functions. Times have changed. Over the past century, counties evolved into autonomous bodies. They have continuously increased in size and the range of services that they provide. This trend is likely to continue.

Because your county will continue to grow, you need an ECM solution that can grow with you. General Code's solutions, including Laserfiche, are scalable solutions. Whether you add more users, expand your system to include more departments, or need to accommodate a new procedure, you'll be able to adapt your system to the task. As new mandates, regulations, or legislation make processes more complicated, Laserfiche and our ECM solutions will keep things simple and keep your county running smoothly.

Configurable 

Every County Is Different, So Our ECM Solutions Are Configurable

No two counties are exactly alike. In fact, counties can be drastically different from each other in many ways. From leadership structure—whether you have a County Manager, County Administrator, or County Executive—to geography and population size—from primarily urban, suburban, rural, or a mixture there of—counties face different challenges and issues.

Each county has evolved its own organizational and fiscal structure that suites its needs. That's why our Laserfiche and other ECM solutions are designed to be configurable. We adapt our solutions to the way your county already operates. You may have unique processes, but we can implement records management procedures and business process workflows that mimic that way you currently function. Your ECM solution will be tailored to serve your needs, allowing you to better serve your community.

Essential 

ECM is Necessary for Today's County Governments

Many county governments find themselves underfunded and understaffed. Meanwhile, state mandates continue to increase. Regardless, your county must continue to function and provide essential services directly to your residents. The ECM solutions of General Code, including Laserfiche, can be a tremendous help to counties as they need to find better ways to run their daily operations.

By streamlining your operations, you'll be able to accomplish more with the staff that you currently have. You'll drastically reducing the time involved in walking files from one department to another, as well as the time it takes to track down paperwork. You'll reduce the errors that are inherent to manual processes.

You'll *Run Smarter*[®] while being able to handle the complex and challenging nature of managing your county government.

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| Customer | State | Description |
|--------------------------------------|--------------|--|
| City of Chicopee | MA | New Rio Installation with Records Management |
| City of Framingham | MA | New Rio Installation with Business Process Automation & Records Management |
| Town of North Andover | MA | RIO Upgrade, Public Portal |
| City of Northampton | MA | Rio Upgrade & Records Management |
| Town of Brookline | MA | Rio Upgrade with Business Process Automation |
| Town of Lexington | MA | Rio Upgrade with Business Process Automation |
| Town of Mashpee | MA | New Rio Installation |
| City of Bangor | ME | New Rio Installation with Records Management |
| Charter Township of Pittsfield | MI | Rio Upgrade with Records Management |
| Charter Township of Shelby | MI | Rio Upgrade with Records Management |
| City of Lansing | MI | New Rio Installation with Business Process Automation |
| City of Inkster | MI | New Rio (Subscription Licensing), & Records Management |
| City of Monroe (Police) | MI | Rio with LF Connector |
| Eaton County | MI | Rio, Forms with Business Process Automation |
| Township of South Orange Village | NJ | Rio, Records Management, Public Portal |
| Township of Evesham | NJ | Rio Upgrade |
| City of Las Cruces | NM | Rio, Records Management, Public Portal |
| Albany County | NY | New Rio Installation with Business Process Automation |
| City of Buffalo | NY | Rio Upgrade with Business Process Automation |
| City of Long Beach | NY | Rio Upgrade |
| City of Newburgh | NY | Rio Upgrade with Business Process Automation |
| City of Rochester | NY | New Rio Installation with Business Process Automation & Records Management |
| City of Saratoga Springs | NY | Rio Upgrade |
| City of Yonkers | NY | Rio Upgrade with Business Process Automation & Records Management |
| Livingston County | NY | New Rio Installation with Business Process Automation |
| Montgomery County | NY | Rio Upgrade with Business Process Automation & Records Management |
| Oneida County | NY | Rio Upgrade with Business Process Automation |
| Southern Tier West Regional Planning | NY | Rio Upgrade |
| St. Lawrence-Lewis County BOCES | NY | New Rio Installation with Business Process Automation & Records Management |
| Sullivan County | NY | New Rio Installation; Forms Portal |
| Tompkins County | NY | Rio Upgrade with Business Process Automation & Records Management |
| Town of Bedford | NY | Rio Upgrade with Records Management |
| Tompkins Cortland Community College | NY | New Rio Installation; Data Conversion; Forms Professional & Portal; |
| Town of Brookhaven | NY | Rio Upgrade with Business Process Automation & Records Management |
| Town of Dover | NY | New Rio Installation with Business Process Automation & Records Management |
| Town of Huntington | NY | Rio Upgrade with Business Process Automation |
| Town of Poughkeepsie | NY | Rio Upgrade |
| Town of Smithtown | NY | New Rio Installation with Business Process Automation & Records Management |
| Town of Southold | NY | Rio Upgrade with Business Process Automation |
| Town of Yorktown (Phase 1 & 2) | NY | Rio Upgrade with Business Process Automation & Records Management |
| Yates County | NY | Rio Upgrade with Business Process Automation & Records Management |
| Franklin County | PA | Rio Upgrade with Business Process Automation |
| City of Milwaukee | WI | New Rio Installation with Business Process Automation & Records Management |
| Dane County | WI | Rio Upgrade |

Over 200 counties, municipalities, and organizations in New York State trust General Code and Laserfiche with electronic document management

Laserfiche

Counties

Albany County
Cortland County
Fulton County
Livingston County
Montgomery County
Oneida County
Saratoga County
Sullivan County
Tompkins County
Washington County
Wayne County
Yates County

Cities

City of Amsterdam
City of Albany
City of Beacon
City of Buffalo
City of Canandaigua
City of Cohoes
City of Corning
City of Glens Falls
City of Gloversville
City of Ithaca
City of Long Beach
City of Middletown
City of Newburgh
City of Poughkeepsie
City of Rensselaer
City of Rochester
City of Saratoga Springs
City of Schenectady
City of Watervliet
City of Yonkers
New York Police Dept. Training Unit
NYC Civilian Complaint Review Board

Towns

Town of Avon
Town of Bedford
Town of Binghamton
Town of Brighton
Town of Brookhaven
Town of Cazenovia
Town of Champlain
Town of Chester
Town of Clarence
Town of Clarkson
Town of Clay
Town of Clayton
Town of Clifton Park
Town of Clinton
Town of Cobleskill
Town of Colton
Town of Conesus
Town of Dover
Town of East Fishkill
Town of Eastchester

Town of Greece
Town of Greenburgh
Town of Greenfield
Town of Halfmoon
Town of Hartland
Town of Henderson
Town of Huntington
Town of Hurley
Town of Irondequoit
Town of LaGrange
Town of Lake Luzerne
Town of Lloyd
Town of Lockport
Town of Lyme
Town of Malta
Town of Mamaroneck
Town of Milo
Town of Moreau
Town of New Berlin
Town of New Scotland
Town of Niagara
Town of Niagara Courts
Town of Niskayuna
Town of North Castle
Town of North Elba
Town of North Hempstead
Town of North Salem
Town of Onondaga
Town of Owego
Town of Parma
Town of Patterson
Town of Pawling
Town of Perinton
Town of Pleasant Valley
Town of Pompey
Town of Putnam Valley
Town of Queensbury
Town of Ramapo
Town of Reading
Town of Rhinebeck
Town of Rotterdam
Town of Rush
Town of Salina
Town of Schodack
Town of Skaneateles
Town of Smithtown
Town of Somers
Town of Southold
Town of Sweden
Town of Stafford
Town of Ulster
Town of Union
Town of Union Vale
Town of Victor
Town of Wallkill
Town of Walworth
Town of Wappinger
Town of Warwick
Town of Webster

Town of West Monroe
Town of Wilton
Town of Woodbury
Town/Village of Harrison

Villages

Village of Albion
Village of Ardsley
Village of Asharoken
Village of Avon
Village of Bath
Village of Brockport
Village of Bronxville
Village of Chester
Village of Chittenango
Village of Croton-on-Hudson
Village of Dundee
Village of East Hampton
Village of Fairport
Village of Fair Haven
Village of Fishkill
Village of Garden City
Village of Geneseo
Village of Great Neck Estates
Village of Groton
Village of Hamburg
Village of Harriman
Village of Haverstraw
Village of Hempstead
Village of Hilton
Village of Holley
Village of Homer
Village of Ilion
Village of Irvington
Village of Kenmore Police Dept.
Village of Kiryas Joel
Village of Lake Success
Village of Lowville
Village of Lynbrook
Village of Macedon
Village of Manorhaven
Village of Medina
Village of Mineola
Village of Newark Valley
Village of North Haven
Village of Ossining
Village of Owego
Village of Oyster Bay Cove
Village of Port Chester
Village of Port Washington North
Village of Rhinebeck
Village of Rye Brook
Village of Sagaponack
Village of Sands Point
Village of Sandy Creek
Village of Scarsdale
Village of Skaneateles
Village of Southampton

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Village of Sylvan Beach
Village of Thomaston
Village of Voorheesville
Village of Wappingers Falls
Village of West Carthage

Education

Albany Medical College
Beaver River Central School District
Jamestown Public School District
Marcus Whitman Central School District
Mohawk RIC (Madison-Oneida BOCES)
Northeastern RIC-Capital Region BOCES
Rockland County BOCES
Sandy Creek Central School District
St. Lawrence-Lewis County BOCES
Tompkins Cortland Community College
Tri-Valley Central School District
Utica City School District

Other

Boulevard Federal Credit Union
Brookfield Renewable Power
Buffalo Economic Renaissance Corp.
Buffalo Sewer Authority
Chase Memorial Nursing Home
Columbian Mutual Life (Farmers & Traders)
Curtis and Bissonette, Inc.
Gouverneur Town Court
Grant Associates, Inc.
League of Mutual Taxi Owners FCU
Master Planners & Associates
National Association/Drug Abuse Problems
New York Conference of Mayors
New York State United Teachers
NYS Association of Towns
Oswego Port Authority
Pace Window and Door Corp
Selden Fire District
Southern Tier West Regional
Planning/Development Board
Tax and Investment Group
The Rehabilitation Center of Olean
The Resource Center of Jamestown
Tompkins Financial Advisors
Westchester Joint Water Works
Western NY Asset Management

4. RESUMES OF KEY PERSONNEL

General Code has three Project Managers on staff. Typically, each project manager will work on two or three moderately sized projects at a time, fewer if the projects are complex. Project Managers will remain with a project from start-to-finish unless a change is required. Customers who engage in multiple projects with General Code will generally have the same project manager assigned to each subsequent project to ensure a sustained knowledge base and continuity. This will ensure consistency across the projects, and direct access for question resolution, project status updates, change order requests and issue escalation. In the case of Oneida County, where the entire launch and expansion of Laserfiche is measured in years and not by a specific singular project we will commit a second project management resource to work with Sandy Brennan. This Project Manager will increase General Code's ability to deliver more projects while increasing response and implementation times. Furthermore, General Code will assign various specialists across the duration of each specific project based on expertise needed and schedule.

For each Process Automation project, the Project Manager and a Laserfiche consultant/developer will cooperatively work with the County to understand process requirements and develop solutions to meet the defined needs.

The following resumes represent a selection of General Code staff members who are likely to be participating in the County's ECM project.



Dan Foster
General Manager

Dan has been with General Code for over 16 years. During this time, he has been responsible for expanding the Company's relationships with current and new customers in the Enterprise Content Management market. Dan has many years of experience in business management and operations as well as managing client relationships. He has provided leadership in developing ECM and software strategies for General Code's customers. Dan's extensive business and strategic planning experience, as well as experience working with our government customers, provides our team's insight in understanding and mapping business process and document workflows.



Mike Rizzo
Operations Manager

Mike Rizzo has over 15 years of IT experience ranging from quality assurance, technical support, customer training, and development to management level activities. Mike has been with General Code since 2005 and has been involved with over 25 Laserfiche Rio implementations. He formerly served as Lead Laserfiche Helpdesk Technician for our largest accounts. Mike holds the following Laserfiche certifications:

- Administrator I
- Laserfiche Specialist - Repository Architect
- Enterprise Content Management 101
- Installation and Configuration



Liz Mistretta
Solutions Account Executive

Liz Mistretta is a graduate from the State University of New York at Fredonia, earning a Bachelor of Arts degree in Political Science and Legal Philosophy. Liz has been with General Code since 2003 with extensive experience with New York and Pennsylvania government sectors involving Electronic Document Management related project management, building customized document solutions, customer service and marketing. In addition, she has a solid background in both the New York and Pennsylvania codification services. She has visited on-site with many of our clients in their offices and has traveled out to numerous conferences. Her knowledge of our clients and their needs is tremendous.



Sandy Brennan
Project Manager and Installation Engineer

Sandy Brennan joined General Code in 1996. Sandy has been integral in General Code's Laserfiche operations since our first association with Laserfiche. Sandy has served as product line manager for Laserfiche operations and has worked with hundreds of Laserfiche clients in developing and implementing their ECM solutions. She has been the Project Manager for 50 major Enterprise Content Management solutions. Her prior experience includes network administrator for Xerox, CAD operator for The Switzer Group, and design associate for MIA Inc. She has held a number of certifications in network administration. Sandy has worked with Courts in Pennsylvania and New York to organize folder structures and templates for storing and retrieving court documents easily and quickly.



Crista Deniz, PMP
Project Manager

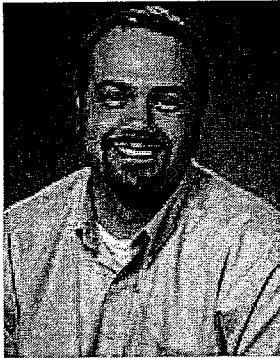
Crista Deniz is a certified Project Management Professional with over 15 years of IT experience including all phases of the software development life cycle. Her background spans the retail, financial and manufacturing industries and includes 5 years of consulting experience with a top consulting firm working on technology initiatives for Fortune 500 clients. She has served as Executive Director for the largest women's association in Rochester, as well as Director of Marketing and Publicity for a local financial planning organization. She attained her Project Manager certification from the Project Management Institute (PMI) and holds a BA in Computer Information Systems and Mathematics from the State University of NY at Potsdam and an MBA from Clarkson University.

Crista's experience with legal and court documents include work with Police Departments, Prosecutors, Circuit and District Court Clerk offices in New York and Michigan. Projects ranged from paper-to-digital document conversion, to general process automations and case management with system integrations with other mission critical systems.



Cara Wojtylak
Project Coordinator

Cara Wojtylak brings over seven years of Project Management experience to General Code and supports both Municipity and Laserfiche customers throughout all phases of their respective projects. Prior to working for General Code, Cara was employed by a local health care system for eight years spending the last six of those years transitioning their many different service areas to electronic medical records. She has a degree in Information Technology and possesses strong technical and process definition skills.



Brian Hoody
Laserfiche Strategic Account Support Advisor

Brian Hoody has 20+ years of technical support, customer training and quality assurance experience. He has supported Laserfiche products at General Code since 2004, including working closely on many of our Laserfiche Rio implementations. He has worked for Advanced High Tech and Xerox, extensively with printing systems, digital printing and scanners and has worked with high profile clients such as Pitney Bowes, Minolta, Konica, Canon and Imation. He holds the following Laserfiche certifications:

- Admin I
- Admin II
- Capture I
- Capture II
- Enterprise Content Management 101
- Installation and Congiruation
- Laserfiche Specialist
- Laserfiche Specialist – Repository Architect



Donald Brewer
Project Engineer

A trainer and educator with 19 years experience working with diverse audiences to increase their knowledge in such subjects as computer science, multimedia, and critical thinking. He has performed over 100 Laserfiche installs and migrations since 2008. Don has led the development and implementation of all of the workflows in place in Livingston County's Prosecutor's office. Donald is an A.B.D. in Organization and Management from Capella University and earned an M.A. in Adult Education and Communications Technology from Indiana University of Pennsylvania. He also holds the following Laserfiche certifications:

- Laserfiche Platinum Certification
- Laserfiche Specialist – Repository Architect
- Administrator I (*enhanced*)
- Business Process Management I
- Installation and Configuration

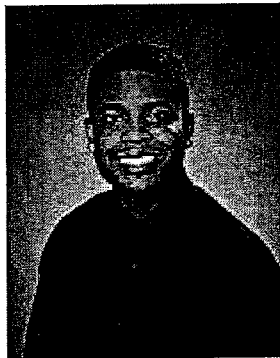
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- Enterprise Content Management 101
- Administrator I for Laserfiche 9
- Records Management 9
- Capture II: Quick Fields
- Advanced Security
- BPM II: Laserfiche Forms 9
- Records Management I
- Laserfiche Administrator II
- Laserfiche Specialist
- Capture I
- Administrator I



Jesse Anaya
Senior Help Desk Technician

Jesse Anaya provides HelpDesk assistance, installation, training, and development for General Code's clients. He has earned his Laserfiche Platinum certification, which allows him to configure and troubleshoot robust Laserfiche systems. He is also certified in CompTIA A+, Network+, and Microsoft MCP, and has software, server, and networking experience. Jesse has been in the IT industry since 2010 and has been with General Code since 2016. He has a degree in Computer Science from Worcester State University.



Brannon Doughty
Help Desk Technician

Prior to joining General Code, Brannon worked in various roles in the IT field varying from help desk technician, trainer, supervisor, etc. Currently, he holds a degree in Computer Science, Comptia A+, and is working on obtaining additional certifications in Network Management. Brannon currently is supporting Laserfiche as a Help Desk Technician and has holds various certifications to further his knowledge of Laserfiche and its components. Brannon has a firm grasp of the overall Laserfiche topology and continues to work vigorously to resolve all user requests in a timely, high-level fashion.



Brian Rook
Application Support Technician

Brian Rook is a former U.S. Army officer. He was stationed in Washington State and specialized in weapons of mass destruction. After leaving the Army, Brian entered the IT field. He has spent two years as a Desktop Support Agent, and also worked on web development. Brian earned his Bachelor of Arts degree from the University of Rochester. He holds the Laserfiche Gold Certification.

5. PROPOSED RESPONSE TIMES AND PROCEDURES

Laserfiche Software Assurance Plan (LSAP) Levels:

| Included Benefits | Basic | Priority |
|---|------------------|-----------|
| Maximum response time | 8 business hours | See below |
| Software patches and product updates | ✓ | ✓ |
| Remote troubleshooting of any Laserfiche errors or technical issues | ✓ | ✓ |
| Escalation to Laserfiche Engineers for any software issues that we cannot immediately resolve | ✓ | ✓ |
| 100% credit toward product upgrades | ✓ | ✓ |
| Access to the Laserfiche Support Site and Laserfiche Answers | ✓ | ✓ |
| User group meetings | ✓ | ✓ |

| Priority LSAP Service Level Agreement | | | |
|--|--|-----------------------|---|
| Priority | Criteria | Response Time | Target Completion Time |
| Critical - Many people can't work or system down | Affects more than one person and the issue is mission critical with no workaround available. | Within 60 minutes | Within 4 hours for a workaround or fix. Depending on the workaround, priority becomes medium. |
| High - 1 person can't work | Affects one individual with no workaround available. | Within 2 hours | Within 1 working day for a workaround or fix. |
| Medium - Many users are inconvenienced | Affects one or more people. Workaround(s) available. | Within 1 working day | Within 3 working days. |
| Low - 1 person is inconvenienced | No effect on productivity, or unsupported software. Does not require immediate attention. | Within 3 working days | Within 5 working days. |

PLEASE NOTE:

The County is currently at the Basic LSAP level. Should the County decide to move to the Priority level, there would be an additional charge of \$17,034/annually based upon its configuration as of the date of this response.

General Code Laserfiche Support Assurance Plan (LSAP)

General LSAP Support

LSAP is renewable on an annual basis and was created to deliver critical program updates and provide ongoing technical support for your Laserfiche ECM. With LSAP you will always be confident that you are receiving the very best performance and quality possible.) Technical support also covers the installation of software patches and minor upgrades, as appropriate.

Contacting General Codes Support Team

- Call our toll-free number (855-436-5500)
- email at lfsupport@generalcode.com

Service Level Agreement

- Technical support requests not immediately addressed will be acknowledged within 8 business hours with the majority of response times within 2 hours
- General Codes Help Desk Technician may need to remotely access your system to diagnose an issue.
 - In these situations, General Code will use www.fastsupport.com, or your remote service tool, to create a remote connection with you so they can observe and diagnose an issue
- Technical Support is provided between the hours of 8:00 AM - 5:00 PM EST, Monday through Friday
- In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you
- Every Issue reported to the General Code Help Desk will have a Case Number Assigned for your reference

Included with Laserfiche Support

- Installation of software patches, critical program upgrades and minor upgrades as appropriate
 - Major software updates (typically called 'version releases') may have associated service charges to install, upgrade, or to migrate your Laserfiche software to the new major release level or to perform bulk client upgrades. Related training on new functionality of the upgraded software may also have associated service charges. Any additional charges will be outlined and quoted to you in advance.
- Remote troubleshooting and repair to the extent of our ability of any errors generated by Laserfiche
- Remote troubleshooting and repair to the extent of our ability any Laserfiche technical issues
- Escalation to Laserfiche Engineers for any software issue that we cannot immediately resolve
- Access to all major and minor patches provided by Laserfiche per the request of the customer
- Access to TIPS and FAQs on the General Code website
- User group meetings
- Access to Laserfiche's knowledgebase
- Access to the Laserfiche Answers forum
- Regular e-newsletters
- Access to webinars

Excluded from Laserfiche Support

- New user or refresher training (on-site or remote)
- Repair of damaged databases
- Establishment of SQL maintenance plan
- Establishment and/or testing of server backup routines
- Addition of custom features or functionality to the software
- Support or troubleshooting of third party software
- Faults or problems caused by unauthorized access to configuration information or changes to components by the user or a third party.
- Problems or faults caused by use of the product outside its normal operating conditions.
- Support of Customer Hardware/Infrastructure that is used in conjunction with Laserfiche

Workflow/Forms Support

Workflow Support is intended to provide support for Workflows/Forms processes created by General Code for our customer or to answer questions related to specific errors customers are encountering with the system.

Workflow/Forms Support included with Laserfiche Support

- Dissecting and understanding explicit error messages
 - If the workflow/form causing the error message was developed by General Code our Helpdesk Technicians will work to fully resolve the issues
 - If the workflow/form causing the error message was *not* developed by General Code our Helpdesk Technicians will work with you to understand the cause of the error messages. Additional troubleshooting/development to resolve this issue will require a change order and will result in the issue being escalated to a development engineer and project manager.
- Halting Run Away Workflows including:
 - Workflow process to clean up the Workflow Database
 - Working with your IT provider to restore from backups
- Additionally, our Helpdesk Technicians can help direct you to Laserfiche references and documentation to help resolve development issues

Workflow/Forms Support excluded from LSAP

- Training on how to use, develop, or test Forms and Workflows
- Initiating the build of a new Form or Workflow
- Resolving error messages related to Workflow/Forms *not* developed by General Code
- Resolving or reviewing issues with no explicit error message related to Workflows/Forms *Not* developed by General Code

Laserfiche Forms Business Process Library Support

The Laserfiche Business Process Library is available to all Laserfiche customers who have Rio or Avante and are on Version 10.0 and higher. The library contains very basic workflow and forms templates to enable users to kick-start creation of common business process automations based on a simple form and/or workflow processes. **These BPL templates are not supported under the Laserfiche Software Assurance Plan.** When a customer downloads the templates and works to create a business process they are engaging in a software development effort.

What Business Process Library Support is included with Basic LSAP

- Helpdesk support for problems accessing Laserfiche Forms and/or the Business Process Library
- Assistance downloading and/or importing Business Process Library templates
- Upgrading to the latest version of Forms/ Business Process Library
- Troubleshooting bugs or error messages within the Laserfiche program

What Business Process Library Support is *Not* included with Basic LSAP

- Custom business process development
- End User Training on Forms/Workflows and the Business Process Library
- Resolving error messages related to Workflow/Forms created from the Business Process Library that were *Not* developed by General Code
- Resolving or reviewing issues with no explicit error message related to Workflows/Forms created from the Business Process Library *Not* developed by General Code

If additional support is needed General Code has two different levels of support to offer for such a development effort.

Option 1 - Block Support/Training – Business Process Library Development

When a customer is the primary driver of the business process automation development but wants to consult with General Code's team of Helpdesk and BP Development experts, they can contract for a block of time to be set up to work with General Code's team or to receive additional training. General Code will do the requested work/training and track time against the established block of hours. This work/training can be complete Onsite or Remotely. When the block support time is used up, we will then notify the customer and discuss replenishment.

Option 2 - GC Streamline Business Process Automation Library

General Code has developed an array of Business Process Solutions based on our experience of working with over 400 Laserfiche local government customers. Our Library is growing and can be found on the General Code CMS website (<http://cms.generalcode.com/gcstreamline-solutions/>). Our Library offers pre-built packages based on live, working installations of Laserfiche incorporating both forms and workflow. General Code provides the package, along with an estimate of time for configuration, setup, testing and training along with ongoing maintenance of the Business Process Solution. This option can provide a much faster implementation than what might be achieved doing internal development. It also assures you that General Code's team of Helpdesk and Development experts will be ready to address any issues that might come up after implementation.

6. SAMPLE COPY OF PROPOSED MONTHLY STATUS REPORT

| Task/Function | Complete | Estimated | | Remaining | | Roadblock | GC Resource Required (Individual/Other) | Customer Resource Required (Individual/Other) |
|--|----------|--------------|--------------|--------------|--------------|-----------|---|---|
| | | Onsite Hours | Remote Hours | Onsite Hours | Remote Hours | | | |
| CONTRACT ESTIMATE | | 64 | 124 | | | | | |
| Laserfiche RIO Installation | ✓ | | | | | | | |
| Case scanning into Laserfiche and Routing (Affinity, workflow) | ✓ | | | 0 | 0 | | | |
| Routes through Attorney Approval | ✓ | | | 0 | 0 | | | |
| Attorney Assignment and Case Building | ✓ | | | 0 | 0 | | | |
| Court Case Creation | ✓ | | | 0 | 0 | | | |
| Motion Automation | ✓ | | | 0 | 0 | | | |
| eDiscovery | ✓ | | | 0 | 0 | | | |
| PD eForm for online submissions and workflows (including FTP site) | ✓ | | | 0 | 0 | | | |
| Defense Attorney access to cases (user accounts, workflow) | ✓ | | | 0 | 0 | | | |
| All users installed, accounts in LF and security established | ✓ | | | 0 | 0 | | | |
| RM routing for closed cases | ✓ | | | 0 | 0 | | | |
| All training documentation complete | ✓ | | | 0 | 0 | | | |
| Attorney and Staff Beta Test period | ✓ | | | 0 | 0 | | | |
| GO LIVE | | 0 | 0 | 8 | 0 | | | 8 GO LIVE Date (meeting set to discuss) |

PROJECT "A" NAME
GC Line #290608
Percentage Complete = 95.7%

Contract Signing Date
Total Contract Cost:

6/28/2018
\$162,000.00

Oneida County, NY – Enterprise Content Management System Services RFP #2019-271

PROJECT "B" NAME: 5/1/2017
 GC Line #297929 Total Contract Cost: \$35,900.00
 Percentage Complete = 70.3%

| Task/Function | Complete | Estimated | | Remaining | | Roadblock | GC Resource Required (Individual/Other) | Customer Resource Required (Individual/Other) |
|---|----------|--------------|--------------|--------------|--------------|---|---|---|
| | | Onsite Hours | Remote Hours | Onsite Hours | Remote Hours | | | |
| CONTRACT ESTIMATE | | 48 | 80 | | | | | |
| Contract Request Submission Form | ✓ | | | 0 | 0 | | | |
| Supplemental Documentation Submittal Form | ✓ | | | 0 | 0 | | | |
| Training documentation for form end-users and reviewing attorneys | ✓ | | | 0 | 0 | | | |
| Folder structure and templates | ✓ | | | 0 | 0 | | | |
| User accounts and security for reviewers | ✓ | | | 0 | 0 | | | |
| Training for John, Mary, Beth, Anthony | ✓ | | | 0 | 0 | | | |
| Client installations on all attorney PCs | ✓ | | | 0 | 0 | | | |
| Workflow to process submissions up to getting a signed contract from the vendor | ✓ | | | 0 | 0 | | | |
| Finalize insurance workflow to update dates when certificates are received | | | | 0 | 4 | | | |
| Complete form for new vendor approval (email not working) and modify workflow to update vendor tables. | | | | 0 | 4 | | | |
| Workflow for email notifications when contracts are about to expire | | | | 0 | 8 | | | Kathy |
| Update LF form with department units | | | | 0 | 1 | List of units per department | | |
| On-site training for the rest of the Attorneys and Submitters (1/2 Day * 3 Groups (County Legislature, Budget, County Exec.)) | | | | 12 | 0 | Date for end-user training | | Kathy |
| Tweaks to workflow; PDF form not populating correctly, complete approval process through Budget, County Exec and Leg. | | | | 0 | 4 | | | |
| Integrate existing Contracts database into the tables that Laserfiche is using so we have the historical info | | | | 0 | 4 | | | |
| Populate database with Submitters | | | | 0 | 1 | List of submitters with phone and email addresses | | Kathy agreed to get at training |
| | | 48 | 80 | 12 | 26 | | | |
| | | | | | 38 | | | |



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| PROJECT "C" NAME GC Line #299581 Percentage Complete = 00.0% | | | | | | | | | | Contract Signing Date Total Contract Cost: | |
|--|----------|--------------|--------------|--------------|--------------|---|--|--|------------------------|---|--|
| Task/Function | Complete | Estimated | | Remaining | | Roadblock | GC Resource Required (Individual/ Other) | Customer Resource Required (Individual/ Other) | 7/2/2017 \$5,938.00 | | |
| | | Onsite Hours | Remote Hours | Onsite Hours | Remote Hours | | | | | | |
| CONTRACT ESTIMATE | | 8 | 16 | | | | | | | | |
| Installation of 2 Users | ✓ | | | 0 | 0 | | | | | | |
| Requirements Gathering with Dean to discuss the concept | ✓ | | | 0 | 0 | | | | | | |
| Create PDF for distribution | | | | 0 | 8 | | | | | | |
| Workflow to distribute form | | | | 0 | 8 | Decision about how to handle signatures | | Michael | | | |
| Configure import agent to accept completed form | | | | 0 | 4 | | | | | | |
| Training manuals | | | | 0 | 4 | | | | | | |
| | | 8 | 16 | 0 | 24 | | | | | | |

| PROJECT "D" NAME Line #300811 Percentage Complete = 00.0% | | | | | | | | | | Contract Signing Date Total Contract Cost: | |
|---|----------|--------------|--------------|--------------|--------------|--|--|--|-------------------------|---|--|
| Task/Function | Complete | Estimated | | Remaining | | Roadblock | GC Resource Required (Individual/ Other) | Customer Resource Required (Individual/ Other) | 8/27/2016 \$4,925.00 | | |
| | | Onsite Hours | Remote Hours | Onsite Hours | Remote Hours | | | | | | |
| CONTRACT ESTIMATE | | 8 | 24 | | | | | | | | |
| Requirements gathering | | | | 0 | 4 | | | | | | |
| Form and workflow design and development | | | | 0 | 16 | | | | | | |
| Training manuals | | | | 0 | 4 | | | | | | |
| Forms deployment and training | | | | 8 | 0 | | | | | | |
| | | 8 | 24 | 8 | 24 | Meeting date to begin project - How end users will sign acknowledgement form | | Harry | | | |

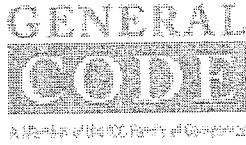
Oneida County, NY – Enterprise Content Management System Services RFP #2019-271

| PROJECT "E" NAME Line #301241 Percentage Complete = 72.7% | | Contract Signing Date 8/28/2016 Total Contract Cost: \$7,224.00 | | | | | | |
|---|----------|--|--------------|--------------|--------------|--|--|--|
| Task/Function | Complete | Estimated | | Remaining | | Roadblock | GC Resource Required (Individual/ Other) | Customer Resource Required (Individual/ Other) |
| | | Onsite Hours | Remote Hours | Onsite Hours | Remote Hours | | | |
| CONTRACT ESTIMATE | | 36 | 8 | | | | | |
| Form to accept data | ✓ | | | 0 | 0 | | | |
| Workflow to process data | ✓ | | | 0 | 0 | | | |
| Transfer and configure workflow to Customer server | | | | 0 | 8 | | | |
| Update data sources with new calculations and equipment | | | | | | -Current dollar values for equipment and labor -List of Municipalities and associated equipment | | Tim |
| Training manuals | | | | 0 | 2 | | | |
| Train end- users | | | | 0 | 2 | | | |
| | | | | 8 | 0 | | | |
| | | 36 | 8 | | 12 | | | |

7. SAMPLE COPY OF STANDARD CONTRACT

To comply with the County's RFP request, we have included a sample copy of our standard contract as Appendix B. However, as Oneida County is a current customer of General Code, additional enhancements routinely identified are documented via a change order process.

If it is determined that a change is required, General Code will generate a written change order-related document referencing the County's contract number for the additional software/services. Acknowledged approval by the County is required prior to General Code beginning any additional work. Customarily, this has been accomplished through the submittal of an Oneida County Purchase Order.



May 24, 2018
Page 1 of 1

Contract # 10929
Content Management Project Pricing
for
Oneida County, NY
Training Services – Payroll Project

| Line Item Description | Model # | Quantity | Unit Price | Total |
|---------------------------------------|----------|----------|------------|-------------------|
| Professional Services | | | | |
| Requirements Gathering Meeting | On-Site | 1 | \$1,500.00 | \$1,500.00 |
| Pre-Build Folder Structure | Off-Site | 0.5 | \$1,000.00 | \$500.00 |
| Laserfiche User Training | On-Site | 1 | \$1,500.00 | \$1,500.00 |
| Remote Services / Project Management | Off-Site | 1 | \$125.00 | \$125.00 |
| Professional Services Subtotal | | | | \$3,625.00 |
| Grand Total | | | | \$3,625.00 |

STATEMENT OF WORK

Oneida County Payroll Project

- One (1) day on-site:
 - Requirements gathering meeting to review the current state; how files are stored, software currently used (potential data sources).
- One-half (.5) day off-site:
 - Based on the requirements gathering meeting, pre-build the folder structure for a single employee, which will be used for replication and templates. If data is available, we will pre-build all current employee folders.
 - Create Laserfiche user accounts and apply security to templates, folders and volume.
- One (1) day on-site:
 - Laserfiche user training.

Payment Terms: 100% on delivery of software and/or services.

Price Validity: Price is valid for 30 days from 5-24-18.

General Code Representative: Liz Mistretta
585-705-7412; LMistretta@generalcode.com



8. SAMPLE COPY OF CURRENT PURCHASE ORDER FORM



781 Elmgrove Road
 Rochester, New York 14624-2991
 (800)836-8834*Fax(585)328-8189
 Tax ID 20-8015087

A Member of the ICC Family of Companies

| | |
|--------------------|---------------|
| Purchase Order No. | PO5861 |
| Date | 7/2/2019 |
| Customer Name | Oneida County |

Vendor:

Laserfiche Document Imaging
 PO Box 20331
 Long Beach CA 90801

Ship To:

| Buyer | Payment Terms | Comments | PA Project # | | |
|----------------|-------------------------------|-----------|--------------|------------|------------|
| Erian Hoody | Net 30 | | 347185LF | | |
| Item Number | Description | Req. Date | Ordered | Unit Price | Ext. Price |
| LF-EFFRM-ENF01 | LF- Rio Forms Full(100 Basic) | 7/2/2019 | 1 | \$42.00000 | \$42.00 |

Comments/Special Instructions:

| | |
|----------------|---------|
| Subtotal | \$42.00 |
| Trade Discount | \$0.00 |
| Freight | \$0.00 |
| Miscellaneous | \$0.00 |
| Tax | \$0.00 |
| Order Total | \$42.00 |

Authorized Signature



9. SAMPLE INVOICE



781 Elmgrove Road
 Rochester, New York 14614-2991
 (800)836-8834 * Fax(585)328-8189

A Member of the ICC Family of Companies:

| | |
|---------------|------------|
| Invoice No: | CMS0021897 |
| Invoice Date: | 2/10/2019 |
| Due Date: | 3/10/2019 |
| Terms: | Net 30 |
| PO: | 80469 |

| | |
|---|--|
| Oneida County Ms. AnneMarie Ambrose 800 Park Avenue Utica NY 13501 | Customer No: CW3205 Maintenance Period Ends: 4/7/2020 |
|---|--|

| Qty | Description: Laserfiche SW Assurance Plan | Amount |
|-----|---|------------|
| 1 | Training Center for LF (50+ Us | \$3,920.00 |

interest will be charged on all past due accounts at 1.5% monthly.

This order is subject to General Code's Term and Conditions which are available at www.generalcode.com/TCdocs

| | |
|-----------------|------------|
| Subtotal | \$3,920.00 |
| S&H Charges | \$0.00 |
| Tax | \$0.00 |
| Payment/Credit: | |
| Total Due | \$3,920.00 |

Thank you for choosing General Code. We appreciate your business.

Voucher Form (if required)

Claimant's Certification

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Kimberly R. Donella
 Accounting Administrator

2/10/2019

Account Charged _____ Payment Record: Check # _____ Dated _____
 Department Approval _____ Date _____



10. SAMPLE STATEMENT OF WORK

We have included one redacted Statement of Work and one specific to Oneida County for your review.

CHANGE ORDER #XXXXXX LASERFICHE RIO SYSTEM – ADDITIONAL SERVICES

| | | | |
|---------------------|-----------------|---------------------------|---------------|
| Client Name: | Municipality | Contact Person: | XXXXXXXX |
| Address: | XXXXXXXXXXXX | Account Executive: | Liz Mistretta |
| | Utica, NY 13501 | Date: | XXXXXXXX |

City of XXXXXX Fire Department Line of Duty Injury Statement of Work

Introduction

The City of XXXXXX Fire Department (XFD) currently uses a paper-based process to track Line of Duty Injury Issues related to fire fighters.

Fire fighters may notify Supervisors of a Line of Duty Injury the day they happen or afterwards if an injury worsens after a fire fighter has gone home. Supervisors are to fill out an Injury Report for each Injury Reported to them. The reporting fire fighter completes a paper-based Injury Benefits Form for the same incident and signs it. The Supervisor's Injury Report is directly routed to Personnel who hold the report until the matching Injury Benefits Form is received. The Benefits report is sent to the supervisor for comments, and then is routed to the Personnel office.

Personnel will then review the submitted forms for completeness and either request more information or forward the completed packet to the DCA for approval. Personnel may need to make corrections for the submitters or send comments to DCA.

The DCA will review the submission including attached documents, create form letters (from templates) and add signatures on form letters. Approval and denial letters are sent to submitting fire fighters and copies are sent to their supervisors. Personnel needs a way to confirm that a fire fighter has received the denial letter as there is a 20-day window after its issuance in which the fire fighter can respond. It would be helpful to track receipt of approval letters, too.

Some claims are forwarded to physicians, but this will be handled manually as a special case.

Project Objective

The XXXXXXX Fire Department is looking to leverage the Laserfiche Enterprise Content Management solution to automate the capture of Line of Duty Injury submissions, tracking the issue through the determination process and archiving the case for future reference.

The RFD – Line of Duty Injury Issues solution will enable the following savings:

- Standardization of Line of Duty Injury case submission through an online form process.
- Automation of confirmation of receipt to issue submitters via e-mail.
- Increased transparency to cases and case statuses within Laserfiche.
- Ability to verify case decisions are received by submitters.
- Reduction in time and paper waste due to fewer document copies and folders.
- Greater control over case security and no “lost” files.
- Multiple parties may access a case at any time.
- Create efficiencies in the office workflow.
- Ability to retrieve Line of Duty Injury submissions for an individual.

Scope

The proposed solution automates the collection, organization, security and routing of Line of Duty Injury submissions and related documents from submission to resolution.

Functional process segments include:

Injury Form Processing

- Online Illness/Injury Exposure Report with the:
 - Automatic filling of Fire fighter related information based on the entered IBM# based on data available through a City provided SQL View.
 - Ability to complete fields on the Injury form with logic to enforce completion of required data.
 - Assignment of unique identifier to an Injury submission for the simplified matching of Injury and Benefits Forms.
 - Routing of completed submission to Personnel for review.
- Automatic confirmation e-mail of submission to supervisor
- Automatic notification e-mail to fire fighter of request to complete an Injury Benefits Form with GUID link and critical incident information to pre-fill online form.
- Routing of Injury LF Form to Personnel for review.
- Online Personnel Review form with the:
 - Ability to review the submitted Injury form in read-only mode.
 - Ability to add comments on the Injury Submission packet.
 - Ability to identify the form as requiring additional information from the supervisor OR approve packet for review by DCA Aide.

Injury Benefits Form Processing

- Online Injury Benefits Form submission with the:
 - Ability to categorize issue as sustained in the performance or as a result of duty
 - Ability to capture individual submitting the request
 - Ability to capture multiple names and IBM #s for individuals who witnessed and captured footage of incident.
 - Ability to capture incident specific information.
- Automatic confirmation e-mail of submission to fire fighter.
- Routing of LF Form to identified Supervisor for review.
- Review of Injury Benefits Form with the:
 - Ability to review the submitted Injury Benefits Form in read-only mode.
 - Ability to add comments on the Injury Benefits Form specific to the Injury Submission
 - Routing of completed Injury Benefits Form to Personnel for review.
- Automatic confirmation e-mail of submission to supervisor and fire fighter.
- Routing of LF Form to Personnel for review.
- Online Personnel Review form with the:
 - Ability to review the submitted Injury Benefits Form in read-only mode.
 - Ability to identify the form as requiring additional information from the fire fighter OR approve packet for routing to Injury case folder.
- Automatic confirmation of submission e-mail to Personnel and DCA Aide of submission.
- Creation of “case” folders for each Line of Duty Injury case for the accumulation of related information in the LF Repository.
- Automatic naming, creation and organization of case folders for submitted for Line of Duty Injuries.
- Single storage location for “standard” letter templates (as MS Word documents) for use in case files. MS Word template documents provided by the City.
- Word Document for case notes with LF Versioning can be made available within the Case folder for the tracking comments on a case.
- Tracking of status for Line of Duty Injury cases either in LF Forms or the Repository.
- Ability to send notification e-mails with attached letters to submitters and supervisors.
- Ability to track and confirm receipt of letters by fire fighters.
- Automatic movement of Line of Duty Injury cases once their status is set to “Approved” to an archive folder by Application date or “Denied” to a “Pending” folder awaiting the for the 20-day response period to elapse.
- Automatic movement of Line of Duty Injury cases once their 20-day response period has expired into an archive structure organized by Application date.

General Code has outlined the project scope and costs for the Project. The service costs outlined in this document are based on General Code’s experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

Solution Functionality

Forms Automation:

Supervisor Completion – Line of Duty Injury Issues Submission Form

A tabbed Injury form will be available for the submission of the Injury/Illness Exposure report.

Supervisor Form Tab 1: Injury PART I:

| PART I - Ill/Injured/Exposed Employee: | | | |
|--|------------------------|-------------|--|
| FIELD LABEL | FIELD TYPE | REQUIRED? | FORMATTING/VALIDATION |
| IBM # | LIST | YES | Drop down from City SQL View |
| FIRST NAME | FREE TEXT | YES | Available from lookup |
| LAST NAME | FREE TEXT | YES | Available from lookup |
| E-MAIL | FREE TEXT | YES | Available from lookup |
| HOME ADDRESS | FREE TEXT | YES | Available from lookup |
| HOME CITY | FREE TEXT | YES | AVAILABLE FROM LOOKUP |
| HOME STATE | FREE TEXT | YES | AVAILABLE FROM LOOKUP |
| HOME ZIP | FREE TEXT | YES | AVAILABLE FROM LOOKUP |
| RANK | FREE TEXT | YES | AVAILABLE FROM LOOKUP |
| SECTION | LIST | YES | AVAILABLE FROM LOOKUP |
| PLATOON | LIST | YES | AVAILABLE FROM LOOKUP |
| UNIT/OTHER | LIST | YES | AVAILABLE FROM LOOKUP |
| DATE OF HIRE | DATE | YES | AVAILABLE FROM LOOKUP |
| HEPATITIS B VACCINE | LIST | YES | YES/NO (?AVAILABLE FROM LOOKUP?) |
| DATE OF APPLICATION | DATE | YES | DEFAULTS TO TODAY; NO FUTURE DATES |
| HOW SUSTAINED | LIST | YES | |
| DATE/TIME OF INJURY | DATE/TIME | YES | |
| LOCATION WHERE SUSTAINED | FREE TEXT – MULTI-LINE | YES | |
| INJURY DESCRIPTION | FREE TEXT – MULTI-LINE | YES | |
| HOW SUSTAINED-DESC | FREE TEXT – MULTI-LINE | YES | |
| RELATED TO PREVIOUS | LIST | YES | WAS THIS RELATED TO PRIOR INJURY? |
| DATE OF PREVIOUS INJURY | DATE | CONDITIONAL | IF RELATED TO PREVIOUS IS “Yes”, REQUIRED. |
| TRAINING RELATED INJURY | LIST | YES | WAS THIS RELATED TO TRAINING (Yes/No) |
| CR# | FREE TEXT | YES | CASE NUMBER FOR CROSS REF. |
| INJURY PART II | BUTTON | | OPENS TAB FOR PART II OF FORM |

Supervisor Form Tab 2: Injury PART II:

| PART II - TREATMENT | | | |
|-----------------------------|------------------------|-------------|---|
| FIELD LABEL | FIELD TYPE | REQUIRED? | FORMATTING/VALIDATION |
| TREATED AT SCENE | LIST | YES | YES/NO FIRST AID RECEIVED |
| PROVIDER AID AT SCENE | FREE TEXT | CONDITIONAL | REQUIRED IF TREATED AT SCENE IS "YES" |
| SENT TO HOSPITAL | LIST | YES | YES/NO WAS SENT TO HOSPITAL |
| HOSPITAL NAME/ADDRESS | FREE TEXT – MULTI-LINE | CONDITIONAL | REQUIRED IF SENT TO HOSPITAL IS "YES" |
| HOSPITAL PHYSICIAN/ED | FREE TEXT – MULTI-LINE | CONDITIONAL | REQUIRED IF SENT TO HOSPITAL IS "YES" |
| TREATED IN ER | LIST | YES | YES/NO WAS TREATED IN ER |
| ER TREATMENT | FREE TEXT – MULTI-LINE | CONDITIONAL | DESC OF ER TREATMENT; REQUIRED IF SENT TO ER IS "YES" |
| OVERNIGHT ADMITTANCE | LIST | YES | YES/NO WAS ADMITTED AT LEAST OVERNIGHT |
| OTHER TREATMENTS | LIST | YES | YES/NO WAS RECEIVED OTHER TREATMENTS |
| OTHER FACILITY NAME/ADDRESS | FREE TEXT – MULTI-LINE | CONDITIONAL | REQUIRED IF OTHER TREATMENTS IS "YES" |
| HAND INJURY | LIST | YES | YES/NO INJURY WAS TO HAND |
| WHICH HAND | LIST | CONDITIONAL | LEFT OR RIGHT HAND; REQUIRED IF HAND INJURY IS "YES" |
| DOMINANT HAND | LIST | YES | YES/NO INJURED HAND IS DOMINANT HAND. |
| OUT OF WORK EST | FREE TEXT | YES | APPROX. LENGTH OF TIME EMPLOYEE WILL BE OUT OF WORK. |
| INJURY PART III & IV | BUTTON | | OPENS TAB FOR PART III & IV OF FORM |

Supervisor Form Tab 3: Injury PART III & IV:

| PART III - Personal Protective Equipment Used | | | |
|---|-------------------------|-------------|---|
| FIELD LABEL | FIELD TYPE | REQUIRED? | FORMATTING/VALIDATION |
| EQUIPMENT USED | CHECKBOXES | YES | OPTIONS: DISPOSABLE GLOVES; RESPIRATOR; SCBA/SCUBA; REFLECTIVE VEST; HELMET; CPR MASK; SHIELD; EAR PROTECTION; APRON; BODY ARMOR; EYE PROTECTION; |
| PROTECTION DEVICE FAILURE | LIST | YES | YES/NO DID A PROTECTION DEVICE FAIL |
| DEVICE FAILURE | FREE TEXT – MULTI-LINE | CONDITIONAL | DESCRIPTION OF DEVICE FAILURE; REQUIRED IF PROTECTION DEVICE FAILURE IS “YES” |
| PART IV – Assisting Personnel | | | |
| FIELD LABEL | FIELD TYPE | REQUIRED? | FORMATTING/VALIDATION |
| RESPONDING TECH ID | FREE TEXT | NO | |
| PHOTO/EVIDENCE | CHECKBOXES | NO | OPTIONS: PHOTOS; SKETCHES/DIAGRAMS; EVIDENCE COLLECTED; |
| RELATED CR#s | FREE TEXT | NO | |
| ASSISTING UNITES/AGENCIES | FREE TEXT – MULTI-VALUE | NO | |
| SUPERVISOR/ID# | FREE TEXT | NO | |
| SUPERVISOR DIV/UNIT | FREE TEXT | NO | |
| SUPERVISOR ON SCENE | LIST | YES | YES/NO WAS SUPERVISOR ON SCENE |
| FORM COMPLETED BY | FREE TEXT | YES | |
| INJURY PART V | BUTTON | | OPENS TAB FOR PART III & IV OF FORM |

Supervisor Form Tab 3: Injury PART V & VI:

| PART V – Exposure Type | | | |
|------------------------------|------------------------|-------------|--|
| FIELD LABEL | FIELD TYPE | REQUIRED? | FORMATTING/VALIDATION |
| BODY FLUID EXPOSURE | LIST | YES | YES/NO EXPOSURE TO OTHER’S BODY FLUIDS |
| WHAT BODY FLUID | FREE TEXT – MULTI-LINE | CONDITIONAL | EXPOSURE TO WHAT FLUID; REQUIRED IF BODY FLUID EXPOSURE IS “YES” |
| NATURE OF EXPOSURE | FREE TEXT – MULTI-LINE | CONDITIONAL | REQUIRED IF BODY FLUID EXPOSURE IS “YES” |
| PIERCED/PENETRATED | LIST | YES | YES/NO PIERCING OR PENETRATION OF EMPLOYEE’S BODY |
| WHAT OBJECT | FREE TEXT – MULTI-LINE | CONDITIONAL | REQUIRED IF PIERCED/PENETRATED IS “YES” |
| CONTAMINATED AREA | FREE TEXT – MULTI-LINE | CONDITIONAL | REQUIRED IF PIERCED/PENETRATED IS “YES” |
| SIZE OF AREA AFFECTED | FREE TEXT – MULTI-LINE | CONDITIONAL | REQUIRED IF PIERCED/PENETRATED IS “YES” |
| PART VI – Source of Exposure | | | |
| FIELD LABEL | FIELD TYPE | REQUIRED? | FORMATTING/VALIDATION |
| SOURCE NAME | FREE TEXT | YES | USE N/A OF NOT APPLICABLE |
| SOURCE ADDRESS | FREE TEXT | NO | |
| SOURCE DOB | DATE | NO | |
| SOURCE MORIS# | FREE TEXT | NO | |
| SOURCE ARRESTED | LIST | YES | YES/NO SOURCE WAS ARRESTED |
| SOURCE SENT TO HOSPITAL | LIST | YES | YES/NO WAS SOURCE SENT TO HOSPITAL |
| HOSPITAL NAME/ADDRESS | FREE TEXT – MULTI-LINE | CONDITIONAL | REQUIRED IF SOURCE SENT TO HOSPITAL=“YES” |
| ARREST CHARGES | FREE TEXT – MULTI-LINE | CONDITIONAL | REQUIRED IF SOURCE ARRESTED = “YES” |
| INJURY PART VII | BUTTON | | OPENS TAB FOR PART V OF FORM |

Supervisor Form Tab 4: Injury PART VII:

| PART VII – ILLNESS/INJURY TYPE | | | |
|--------------------------------|------------------------|-------------|---|
| OTHER ILLNESS/INJURY | | | |
| ENGINEERING CONTROLS | LIST | YES | YES/NO ENGINEERING CONTROLS WERE USED |
| WHAT CONTROLS | FREE TEXT – MULTI-LINE | CONDITIONAL | REQUIRED IF ENGINEERING CONTROLS IS “YES” |

| | | | |
|----------------------------|------------------------|-------------|--|
| CONTROL FAILURE | LIST | YES | YES/NO CONTROL FAILURE OCCURRED |
| CONTROL FAILURE – DESC | FREE TEXT – MULTI-LINE | CONDITIONAL | REQUIRED IF CONTROL FAILURE IS “YES” |
| ACTIVITY PRIOR TO INCIDENT | FREE TEXT – MULTI-LINE | YES | |
| ACTIVITY PRIOR – DESC | FREE TEXT – MULTI-LINE | YES | |
| ILLNESS/INJURY – DESC | FREE TEXT – MULTI-LINE | YES | |
| EMPLOYEE DECEASED DATE | DATE | NO | |
| BODY CAMERA FOOTAGE | LIST | YES | YES/NO BODY FOOTAGE AVAILABLE |
| IBM # CAMERA FOOTAGE | LIST – MULTI-VALUE | N/A | READ ONLY – FROM FIRE FIGHTER FORM |
| ILLNESS DOL SH900 OPT OUT | LIST | YES | YES/NO; ILLNESS CASE OPT OUT OF DOL SH900. |
| SUBMIT | BUTTON | | SUBMITS FORM TO PERSONNEL |

Submission of Supervisor Line of Duty Injury Issues Submission Form will:

- Automatically create a new Line of Duty Injury Forms Task for the Personnel.
- Generate a unique submission ID for matching of Injury and Benefits Forms.
- Send a submission receipt e-mail to the supervisor E-mail.
- Send an e-mail to the Fire fighter with link to start an Injury Benefits Form including generated Injury Submission ID.

Personnel Review – Line of Duty Injury Issues Submission Form

Personnel will be able to view the completed Injury form in read-only mode and provide their comments.

Personnel – Injury Form for Review:

| FIELD LABEL | FIELD TYPE | REQUIRED? | FORMATTING/VALIDATION |
|-----------------|------------|-----------|--|
| INJURY FORM | N/A | N/A | READ ONLY – FROM SUPERVISOR FORM |
| SUBMIT | BUTTON | | SUBMITS FORM AND CREATES CASE FOLDER FOR PROCESSING. |
| ADDITIONAL INFO | BUTTON | | ROUTES FOR BACK TO SUPERVISOR FOR ADDITIONAL INFORMATION |

Personnel will be able to review the documents and data submitted by Supervisor in read-only mode. Personnel will determine if the case is ready to be reviewed by the DCA Aide. Personnel can choose either:

- Approving the packet for Processing
 - Create a Case folder for the Injury submission under the Case Processing folder
- Route the Forms task back to the submitting Supervisor for correction or additional information.

Fire Fighter Completion – Injury Benefits Form Benefits

Fire fighters will be able to access this form without a LF Forms license and submit the information required for the Benefits Form. *The online form will include the verbiage from the paper forms but will differ in format.*

Access to this form will be provided via a GUID link embedded within an e-mail to the fire fighter. The e-mail will be generated from a completed Injury form and will have the unique identifier for matching the Injury Benefits Form with the Injury form.

Fire fighter Form Benefits Fields:

| FIELD LABEL | FIELD TYPE | REQUIRED? | FORMATTING/VALIDATION |
|--------------------------|-------------------------|-------------|---|
| INJURY FORM UNIQUE ID | N/A | N/A | READ ONLY – FROM SUPERVISOR FORM |
| IBM # | LIST | YES | FROM SQL VIEW |
| FIRST NAME | FREE TEXT | YES | AVAILABLE FROM LOOKUP |
| LAST NAME | FREE TEXT | YES | AVAILABLE FROM LOOKUP |
| RANK | FREE TEXT | YES | AVAILABLE FROM LOOKUP |
| DATE OF APPLICATION | DATE | YES | AUTOFILL TO TODAY'S DATE |
| HOW SUSTAINED | LIST | YES | INJURY SUSTAINED IN THE PERFORMANCE OF DUTY OR ILLNESS SUSTAINED AS A RESULT OF THE PERFORMANCE OF DUTY |
| DATE/TIME OF INJURY | DATE/TIME | YES | NO FUTURE DATES/TIMES |
| LOCATION WHERE SUSTAINED | FREE TEXT – MULTI-LINE | YES | ADDRESS/DESCRIPTION WHERE INJURY WAS SUSTAINED. |
| INJURY DESCRIPTION | FREE TEXT – MULTI-LINE | YES | DETAILED DESCRIPTION OF THE NATURE AND EXTENT OF THE ILLNESS/INJURY. |
| HOW SUSTAINED-DESC | FREE TEXT – MULTI-LINE | YES | BRIEF DESCRIPTION OF HOW ILLNESS/INJURY OCCURRED. |
| WITNESS TO INJURY | FREE TEXT – MULTI-VALUE | NO | ANY AND ALL WITNESSES TO THE INJURY/INCIDENT |
| MEDICAL PROVIDERS | FREE TEXT – MULTI-VALUE | NO | ALL MEDICAL CARE PROVIDERS WHO TREATED FOR THE ILLNESS/INJURY. |
| BODY CAMERA FOOTAGE | LIST | YES | YES/NO IS THERE BODY CAMERA FOOTAGE AVAILABLE |
| IBM # CAMERA FOOTAGE | LIST – MULTI-VALUE | CONDITIONAL | REQUIRED IF BODY CAMERA FOOTAGE IS "YES". LIST OF FIRE FIGHTERS WITH IBM# AND NAME |
| SUPERVISOR | LIST | YES | LIST OF FIRE FIGHTERS WITH IBM# AND NAME |
| **SIGNATURE | SIGNATURE | YES | **CITY TO DETERMINE IF SIGNATURE IS REQUIRED AS THERE IS NO LOGIN VALIDATION ASSOCIATED WITH THIS FORM. |
| SUBMIT BENEFITS | BUTTON | | |

Submission of Fire fighter Injury Benefits Form – Benefits will:

- Automatically create a new Benefits Forms Benefits Comments task for the selected Supervisor.
- Maintain the unique identifier from Injury form for matching of Benefits with Injury.
- Send a Benefits Line of Duty Injury submission receipt e-mail to Fire fighter E-mail.

Supervisor Review - Injury Benefits Form Benefits

The identified supervisor will be able to view the Injury Benefits Form responses from the Fire fighter in read-only mode. The Supervisor may add comments and submit the form when ready.

Supervisor Form Tab 1: Benefits Fields:

| FIELD LABEL | FIELD TYPE | REQUIRED? | FORMATTING/VALIDATION |
|----------------------|------------------------|-----------|-------------------------------------|
| FORM BENEFITS | N/A | N/A | READ ONLY – FROM FIRE FIGHTER FORM |
| SUPERVISOR COMMENTS | FREE TEXT – MULTI-LINE | YES | |
| SUPERVISOR SIGNATURE | SIGNATURE | YES | |
| SUPERVISOR SIGN DATE | DATE | YES | AUTOFILL TO DATE OF FORM SUBMISSION |
| SUBMIT | BUTTON | | SUBMITS FORM TO PERSONNEL |

Supervisor submission of the Injury Benefits Form with Comments will create a task for Personnel to review the form.

Personnel Review - Injury Benefits Form Benefits

Personnel will be able to view the completed Injury Benefits Form in read-only mode and provide their comments.

Personnel Benefit and Injury Form for Review:

| FIELD LABEL | FIELD TYPE | REQUIRED? | FORMATTING/VALIDATION |
|-------------------------------|------------|-----------|--|
| FORM BENEFITS | N/A | N/A | READ ONLY – FROM FIRE FIGHTER FORM |
| FORM BENEFITS – SPVR COMMENTS | N/A | N/A | READ ONLY – FROM SUPERVISOR FORM |
| SUBMIT | BUTTON | | SUBMITS FORM AND CREATES CASE FOLDER FOR DCA |
| ADDITIONAL INFO | BUTTON | | ROUTES TASK BACK TO SUPERVISOR FOR ADDITIONAL INFORMATION. |

Personnel will determine if the Benefits is ready to be reviewed by the DCA Aide. Personnel can choose either:

- Approving the packet for Processing
 - Create a Case folder for the Injury submission under the Case Processing folder
- Route the Forms task back to the submitting Supervisor for correction or additional information.

Additional Information Form

For cases that require additional information, an e-mail with a GUID will be sent with Personnel comments. The GUID will pre-populate a webform with the unique Case number for routing of response. E-mails can be sent to Supervisor or Fire fighter involved with case.

Additional Information Form:

| FIELD LABEL | FIELD TYPE | REQUIRED? | FORMATTING/VALIDATION |
|------------------------|------------------------|-----------|--|
| INJURY FORM UNIQUE ID | N/A | N/A | READ ONLY – FROM ORIGINAL FORM |
| IBM # | N/A | N/A | READ ONLY – FROM ORIGINAL FORM |
| FIRST NAME | N/A | N/A | READ ONLY – FROM ORIGINAL FORM |
| LAST NAME | N/A | N/A | READ ONLY – FROM ORIGINAL FORM |
| RANK | N/A | N/A | READ ONLY – FROM ORIGINAL FORM |
| DATE OF APPLICATION | N/A | N/A | READ ONLY – FROM ORIGINAL FORM |
| PERSONNEL COMMENT | N/A | N/A | READ ONLY – FROM TEMPLATE FORM |
| ADDITIONAL INJURY | FREE TEXT – MULTI-LINE | YES | |
| ADDITIONAL INFORMATION | FREE TEXT – MULTI-LINE | YES | |
| ATTACHMENTS | N/A | No | |
| SUBMIT | BUTTON | | SUBMIT ADDITIONAL INFORMATION/ATTACHMENTS. |

Submission of the Additional Information form will:

- Send an e-mail confirmation to the Fire fighter/Supervisor who submitted the form.
- Send an e-mail confirmation to personnel that an additional document was received for a case.
- Route the submitted form and attachments to the folder for the identified Injury Form Unique ID.

Repository Automation

The Submission of an Injury form from the Personnel Department will automatically create a folder in the Repository for the new case. The template applied to the Line of Duty Injury Issue case will include the information from the submitted form as well as additional fields to capture the status of the issue, and approval routing for generating of e-mail notifications, document submission and review as well as final response distribution. Case folders will contain:

- Submission form and form attachments will be available within the case folder for review.
- A shortcut to the designated Laserfiche folder for MS Word templates for Responses will be included in the case file.
- Authorized users will be able to click on the shortcut to the folder with MS Word Templates and copy a MS Word template into the Line of Duty Injury Issues case for Formal Response development.
- All document templates used for drafting formal responses will have Laserfiche Versioning on them to track changes to the document. (LF Versioning can be used on all documents, but the Compare Changes functionality is for MS Word documents only).

Line of Duty Injury Case Template Fields:

| TEMPLATE FIELD | FIELD TYPE | REQUIRED? | FORMATTING/VALIDATION |
|-----------------------|------------|-----------|--|
| INJURY FORM UNIQUE ID | N/A | N/A | READ ONLY – FROM ORIGINAL FORM |
| CASE STATUS | LIST | YES | DEFAULTED TO ADDITIONAL INFORMATION REQUESTED OR DCA REVIEW REQUIRED BASED ON FORM). OPTIONS: ADDITIONAL INFORMATION REQUESTED; DCA AIDE REVIEW; DCA REVIEW; DENIALS PENDING DISPUTE; CLOSED;) CHANGE OF FIELD VALUE WILL MOVE CASE IN REPOSITORY. |
| BENEFIT FORM RECEIVED | LIST | YES | YES/NO – DEFAULT SET TO “NO”. |
| CASE DECISION | LIST: | NO | OPTIONS: APPROVED; DENIED; |
| CASE ID | N/A | N/A | READ ONLY – FROM FORMS SUBMISSION |
| IBM # | N/A | N/A | READ ONLY – FROM PERSONNEL FORM |
| FIRST NAME | N/A | N/A | READ ONLY – FROM PERSONNEL FORM |
| LAST NAME | N/A | N/A | READ ONLY – FROM PERSONNEL FORM |

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| | | | |
|----------------------------|-------------------------|-----|----------------------------------|
| RANK | N/A | N/A | READ ONLY – FROM PERSONNEL FORM |
| DATE OF APPLICATION | N/A | N/A | READ ONLY – FROM PERSONNEL FORM |
| DATE OF INJURY | N/A | N/A | READ ONLY - FROM PERSONNEL FORM |
| FIRE FIGHTER E-MAIL | FREE TEXT – SINGLE LINE | YES | REQUIRED FOR NOTIFICATIONS. |
| SUPERVISOR E-MAIL | FREE TEXT – SINGLE LINE | YES | REQUIRED FOR NOTIFICATIONS. |
| DECISION DATE | DATE | NO | SET WHEN APPROVAL/DENIAL IS SET. |
| CR# | FREE TEXT | | |

Line of Duty Injury Case Folder Structure:

General Code recommends the City utilized a task-based folder structure for the management of Line of Duty Injury submissions through processing. This folder structure provides simplified security management and easy view into current Line of Duty Injury cases and their status.

- 1. Personnel Review**
 - Date of Application – Fire fighter Name
 - *Form submission*
 - *Document attachments*
 - Date of Application – Fire fighter Name
 - *Form submission*
 - *Document attachments*
- 2. DCA Aide Review**
 - Date of Application – Fire fighter Name
 - *Form submission*
 - *Document attachments*
 - *Additional research documents*
- 3. DCA Review**
 - Date of Application – Fire fighter Name
 - *Form submission*
 - *Document attachments*
 - *Additional research documents*
- 4. Decisions Pending Acknowledgement**
 - Date of Application – Fire fighter Name – [Approved | Denied]
 - *Form submission*
 - *Document attachments*
 - *Additional research documents*
 - *UNACKNOWLEDGED - Date of Application – Fire fighter Name – [Approved | Denied]*
- 5. Closed Line of Duty Injury Cases**
 - Decade
 - Year
 - Month
 - Date of Application – Fire fighter Name – [Approved | Denied]
 - *Form submission*
 - *Document attachments*
 - *Additional research documents*
 - *Response Letters*

Personnel Case Review Process

Personnel will be able to review the documents and data submitted by the Fire fighter and Supervisor in read-only mode.

- Personnel can add documents to cases as necessary using built in Laserfiche functionality.
- Personnel can manually set the Injury Benefits Form template field to show it has been received if the document is received outside of the automated process.
- Personnel can run a Business Process to request additional information. This process will:
 - Initiation of an “additional information request” form to the fire fighter or supervisor.
 - An e-mail with GUID link will be sent to the requested party.
- Personnel can update the case status to move the case to the any of the other status folders in the review process (DCA Aide review, DCA review, etc.)
 - The Case will move to the “DCA Aide Review” or other selected folder
 - A notification will be sent of a new case for review.

Case Review/Decision Process

- A shortcut to the designated Laserfiche folder for MS Word templates for Responses will be included in the case file.
- Word documents for templates will have Versioning employed to track changes.
- Users must set the Case Decision field to “Denied” or “Approved” in order to utilize the Formal Decision Letter distribution process.
- Formal Decision letters will be sent an authorized individual using a Laserfiche Business Process.
 - The process will send the Decision letters to both the Fire fighter and Supervisor.
 - Fire fighters will also have a link to view the Decision Letter acknowledgement form.
- Selecting the “Closed” status will move a “approved” cases to the “Closed Case” folder organized by year.
- Selecting the “Closed” status will move “Denied” cases to the “Decisions Pending Acknowledgement” .
- Cases in the “Decisions Pending Acknowledgement” folder will remain there until the Pending Dispute period is over, after which it will be moved to “Closed Case” folder organized by Decade/Year/Month.

Line of Duty Decision Letter Distribution – Online Forms Acknowledgement

Fire fighter will click on notification e-mails to open an Online form to acknowledge the receipt of a notification letter. The form will have a hyperlink to open a Weblink version of the notification letter for review. Individuals will be able to sign the acknowledgement using Laserfiche signatures and submit to formally acknowledge the Line of Duty Decision letter. Fire fighters may submit the form with by clicking “Acknowledged and Accept” or “Acknowledge and Dispute”.

The Form can also contain instructions on how the fire fighter should officially submit a decision dispute.

Online Forms Acknowledgement Form will:

- Use the GUID to autofill critical information for identifying the individual acknowledging the Line of Duty Decision letter.
- A link to the Line of Duty Decision letter using Weblink
- “Acknowledge and Accept” button to confirm review of Line of Duty Decision letter and accept decision. Acknowledgement document will be renamed with “Acknowledged”.
- “Acknowledge and Dispute” button to confirm review of Line of Duty Decision letter and register that a dispute will be submitted decision. Acknowledgement document will be renamed with “Acknowledged”, and Disputed cases will be moved to the “Dispute Denials” folder.
- Laserfiche forms will capture the submission form and append it to the appropriate “placeholder” document in Laserfiche and update the document title for easy identification of completed acknowledgements.
- Authorized personnel can review the folder of placeholder documents to easily if an individual has confirmed their Line of Duty Decision letter.

End-User Training

The City is responsible for Laserfiche End-user training for use with the new processes. Training will include general Laserfiche system training and functional training for use with the Line of Duty Injury Issue automation.

ASSUMPTIONS:

Development

1. Laserfiche will fill in Line of Duty Injury Issues template data based on information entered into the LF e-Form submission.
2. The City will create a logical case file naming convention to uniquely identify cases. This convention must be able to be automatically generated based on the information known at the Line of Duty Injury Issue.
3. E-mails of documents from a case folder to individuals will be done using the built-in Laserfiche e-mail functionality and will not be automated unless specified.
4. The City is responsible for using drag-and-drop, snapshot or other scanning functionality to capture proof of e-mail delivery into Laserfiche case folders.
5. Routing of cases will be managed by the selection of Case Status and workflow will move cases to the corresponding task folder.
6. City Project Team will:
 - a. Resolve legal issues with Signature requirements for Injury Benefits Form documents and other files within this process.
 - b. Will be responsible for any HIPPA compliance required for these documents.
 - c. Provide oversight on any information that may be confidential and cannot be shared between the Fire fighter, Supervisor, Personnel or DCA.
 - d. Provide a data source for Fire fighter/Supervisor data (ex. LERMS/Workday)
 - e. Confirm required fields on forms.
 - f. Define a logical case file naming convention to uniquely identify Line of Duty Injury Issues based on data collected on the Submission Form.
 - g. Provide text for notification e-mails including:
 - Fire fighter notification of Injury Benefits Form submission success.
 - Supervisor notification of Injury Benefits Form submission for review.
 - Supervisor notification of Injury Benefits Form / Injury submission success.
 - Personnel notification of Injury Benefits Form / Injury for review.
 - Personnel notification of Injury Benefits Form / Injury submission success.
 - DCA notification of Injury Benefits Form / Injury for review.
 - Fire fighter notification of case determination and link.
 - Supervisor notification of case determination.
 - b. Provide MS Word templates for use with DCA Approval and Denial letters.
7. Snapshot will be installed locally on the Users workstation to support snapshot of documents into Laserfiche.

General

1. General Code will provide regular status meetings to review questions and design choices as well as answer technical problems related to the development efforts.
2. City Project Team will provide an individual or individuals to act as a point person(s) for the project. Individual(s) will be available to participate in regular status meetings, allocate resources as needed, resolve issues and approve scope changes and make final determinations when there is an issue/change that needs to be made.
3. Automated processing of Line of Duty Injury Issues will be done on a go-forward basis. Line of Duty Injury Issues already in process during the workflow rollout will not be automated.
4. Line of Duty Injury Issues that fall outside of the identified processes may be added into Laserfiche as case files but will not be automated via the workflows. Staff may manually move the cases through the folder structure and apply template field values as appropriate.

End-User Training

1. The City will be responsible for training XFD on basic Laserfiche functionality plus specific training for their role within of the automation process.
2. City will make available a conference room or training room with projection/large display for the training.

CHANGE MANAGEMENT PROCESS

During the project additional enhancements may be identified that are outside the scope of the current Statement of Work. Proposed enhancements will be submitted as written change requests to the City and General Code Project team. Together they will review alternatives to the potential change, and evaluate both positive and negative impacts on the project, work efforts, risks to implementation, project quality, costs and scheduling.

If it is determined that a scope change should be made, the City can determine whether they would prefer to use their own internal IT resources, or request a change order from General Code to have General Code resources perform the work. At City's written request, General Code will generate a written change order for the additional functionality for review by City. The City will then evaluate General Code's change order and determine how they would like to move forward. Written approval of a change order is required prior to General Code beginning any additional work outside of this Statement of Work.

Regardless of which team enacts the approved changes, scope changes will require updates to project documents, communication to stakeholders and updates to scheduling.

PROJECT TEAM DEFINITION

For the success of the project, an integrated team consisting of City IT resources, end-users, General Code project management and General Code development specialists must be identified. These individuals should have dedicated time to focus on this project to answer questions, clarify processes and give feedback on proposed solutions to ensure the department needs are addressed and to improve the likelihood of solution acceptance.

City of XXXX Team

1. The City XFD will identify an individual(s) to act as a point person(s) for the project. This individual or group will be responsible for resolving issues, approving scope changes, and providing guidance for the project. They may also bring additional individuals onto the team as needed to represent the City XFD needs.
2. Additional staff may be required from time to time to represent the City XFD for review and approval of solution segments as well as providing insight about the flow of information and documents.

General Code

1. General Code will provide a project manager to coordinate bi-weekly meetings to review and document project status including issue tracking/resolution, and additional feature requests.
2. General Code will provide Laserfiche development specialist(s) to develop forms and workflows to develop the Prosecutor automated solution.
3. General Code will provide or coordinate the use of partner software experts to implement additional components necessary for the solution.

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| Line | Item Description | Model # | Quantity | Unit Price | Total |
|--------------------------|------------------|---------|----------|------------|-------|
| [Redacted Table Content] | | | | | |

(Client please fill out) Invoice for this Change Order to be sent to:

Department: _____ Contact: _____

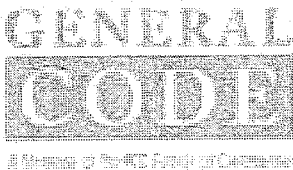
This Change Order is subject to General Code's Content Management Solutions Terms & Conditions and to the License Agreements for the software referred to above, all of which are available at <http://cms.generalcode.com/terms-conditions> and are incorporated herein by reference, and client authorizes General Code to proceed with the project.

The prices and specifications in this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

City of XXXX, XXXX County, New York

Signature _____ Date _____

Name _____ Title _____



Contract # 10929
Content Management Project Pricing
for
Oneida County, NY
DSS Legal - Case Management Phase I
Laserfiche Software Licenses and Services

| Line | Item Description | Model # | Quantity | Unit Price | Total |
|--------------------------|------------------|---------|----------|------------|-------|
| [Redacted Table Content] | | | | | |

Remote Services include but are not necessarily limited to the following services: software order processing; project management; software implementation such as modification of server to reflect new license levels; installation or modification of server; client or scanning software; installation and/or configuration of add-on products, such as WebLink, Quick Fields or Workflow and configuration of hardware, such as scanners. Training is specific to the incorporated Statement of Work.

LSAP: 2nd year forward for this component is estimated to be: \$ [redacted] *
*subject to change based upon the then-current support prices for that year

Timeline: This service will be provided within 90 days from receipt of the signed Change Order.

Payment Terms: 50% on receipt of signed Change Order; 50% on delivery of software and/or services.

Price Validity: Price is valid for 30 days from 12-27-18.



Statement of Work

DSS Legal – Case Management

Introduction

On November 6, 2018, Sandy Brennan from General Code met with the attorneys, paralegals and admin staff of the DSS Legal department to discuss their requirements for a Laserfiche system. DSS Legal represents Oneida County Social Services in legal proceedings involving clients of the Department of Social Services.

Project Objective

To provide an electronic method for managing case files to replace the current all paper system which will streamline current processes and make case information available 24/7.

Proposed Solution

To gather the pertinent information about a case General Code will develop an on-line form. This form will be completed by someone in DSS Legal when the new case is accepted. The data in the form will be stored in SQL and will be used to create the original case folder in Laserfiche and throughout the process as needed.

DSS Legal Intake Form

Family File Number:

Mother's Full Name:

Mother AKA:

| Child | Father | Father AKA | |
|--|--|--|---|
| <input type="text" value="Sarah Brennan"/> | <input type="text" value="Tim Brennan"/> | <input type="text" value="Patrick Brennan"/> | X |
| <input type="text" value="Ezch Smith"/> | <input type="text" value="Joe Smith"/> | <input type="text"/> | X |

Add

Case Information

Petition Type:

Petition Filing Date:

Court:

Judge:

Respondent:

Docket Number:

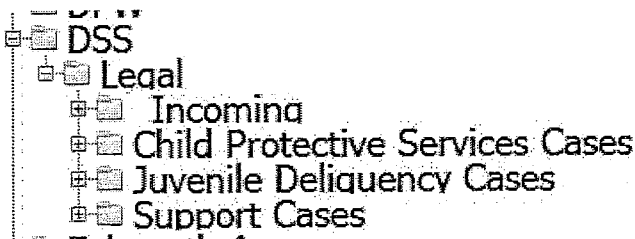
Add

Next Appearance Date:

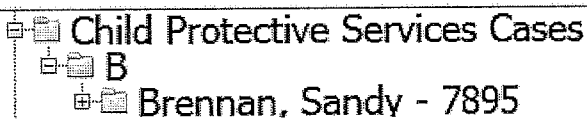
Next Appearance Type:

Using the information gathered in the form, workflow will create a series and folders and subfolders for the case. All cases will be organized alphabetically by the mother’s last name. Based on the Judge, an attorney will be automatically assigned and an email notification can be sent to the attorney and paralegal with a link back to the case folder.

The top level Laserfiche folder will be “DSS” with a subfolder for “Legal” this will allow of other areas of DSS to come into Laserfiche in the future with everything housed within DSS. The next level will be the category of service.



Within each group will be the case folders organized alphabetically by Mother’s Last name and will include the Family File number.



Associated with this folder will be a template with the following fields:

Metadata - Brennan, Sandy - 7895

Fields | Tags | Links

Template: DSS-Legal Client Folder

FamilyFileNumber

AKA

Father

ChildName

Add/Remove Fields...

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Within the main client folder will be subfolders for each petition with the name of the folder being *Petition Type (Neglect, Abuse, Family Offense, Visitation, PINS)*. Associated with the case type folder will be another template with the following fields:

The screenshot shows a metadata form for a Neglect Petition. The fields are as follows:

- Petition type:** Neglect
- FilingDate:** 11/9/2018
- DocketNumber:** NN-08432-18
- Mother:** Daisy Duck
- Father:** Donald Duck
- AssociatedChildren:** Sarah Duck, Mike Duck
- Respondent:** Donald Duck
- Attorney:** (empty)
- Judge:** Barry

Within the petition type folder will be subfolders based on the case type as follows:

- 01 Original Petition
 - 02 Violation
 - 03 Extension
 - 04 Termination
 - 05 Permanency
 - 06 OTSC
 - 07 Restore
 - 08 Modification
- 01 Fact Finding
 - 02 Disposition
 - 03 Fact Finding and Disposition
 - 04 Violation
 - 05 Extension
 - 06 Termination
 - 07 Permanency
 - 08 Removal

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- Person in need of supervision
 - 01 Original Abuse Neglect
 - 02 Violation
 - 03 Extension
 - 04 Termination
 - 05 Permanency
 - 06 OTSC
 - 07 Restore
 - 08 Modification

- Visitation and Custody Petition
 - 01 Original Abuse Neglect
 - 02 Violation
 - 03 Extension
 - 04 Termination
 - 05 Permanency
 - 06 OTSC
 - 07 Restore
 - 08 Modification

- Correspondence
 - E-Mail
 - Letters
 - Reports

- Service
 - Caseworker Service Sheet
 - Notice to Appear Rescheduling
 - Subpoena

In order to record activities that happen in Court, a Court Notes document will be created in the root of the petition type folder. A template will be associated with the Court Notes document that will include the following fields:

The screenshot shows a 'Metadata - Court Notes' form with the following fields and values:

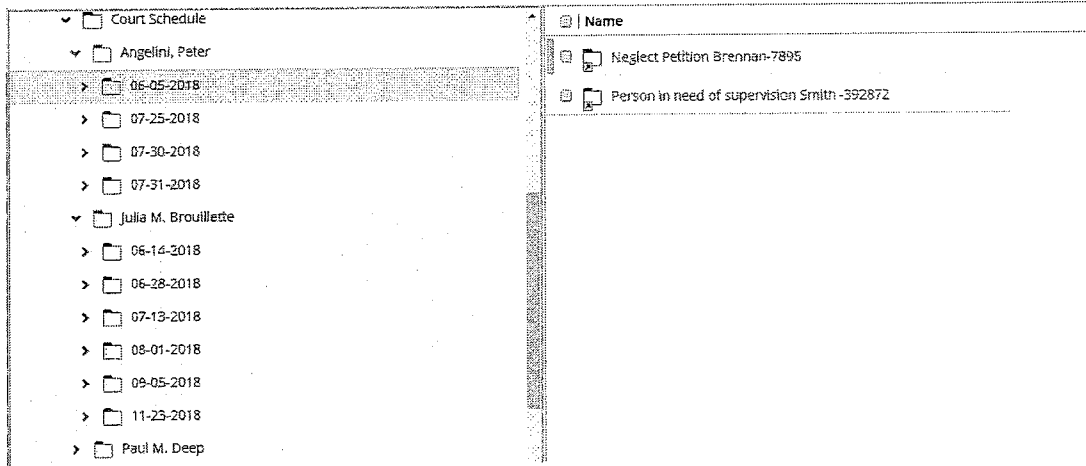
- ApplicantName: Sandy Brennan
- AdjourndDate: 11/14/2018
- NextAppearanceType: 1/1
- CourtDate: 11/14/2018
- AppearanceType: Counsel
- Notes: Judge determined that the ex-husband was in violation.....
- Court: Rome
- Judge: Duffin, Brouillette
- Respondent: Tim Brennan

The court date, appearance type and notes fields will be grouped together so they appear as one related entity. A workflow will be written such that when the adjourned data and next appearance type fields are populated, a new grouping will be created to accept the next set of notes. Each time a new court date or adjourned date is created, workflow will create a calendar event on a joint calendar and a shortcut in the

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Court folder by judge. Four days prior to a court date, workflow will send a reminder email to the assigned paralegal.

Case information will be available 24/7 via Laserfiche Web Access a web-based Laserfiche client. Court folders organized by Judge and date will provide easy access to cases from the courtroom.



This proposal also includes the ability to create standard form letters in Word where the data from the case can automatically be loaded into the document. We have allotted 8 hours for the creation of up to 5 notification letters. If the number of letters exceeds this quantity or time, we can provide a Change Order for the additional documents. Letters can be stored as PDF files or Word documents.

11. BRIEF OUTLINE OF GENERAL CODE

VENDOR INFORMATION

| | |
|-------------------------|---|
| Company Name: | General Code, CMS, LLC |
| Corporate Address: | 781 Elmgrove Road, Rochester, NY 14624 |
| State of Incorporation: | New York |
| Legal Form: | Limited Liability Company with C corporation tax election |
| Years in business: | 57+ |
| Year Founded: | 1962 |
| Number of employees: | 111 |
| Federal ID#: | 81-4343415 |
| Dunn & Bradstreet # | 002204980 |
| Regional Offices | 3 covering over 450 counties, municipalities and organizations across the United States |
| Service Office | 781 Elmgrove Road, Rochester, NY 14624 |

PROJECT CONTACT PERSON

Liz Mistretta
Solutions Account Executive

BUSINESS PHONE AND FAX NUMBERS

585-328-1810 (Main Office)
518-705-7412 (Liz Mistretta)
585-328-8189 (Main Office Fax)

EMAIL ADDRESS

LMistretta@generalcode.com

GENERAL CODE, LLC (FOUNDED 1962)

Not many companies can draw from a 57+ year legacy of superior client satisfaction. General Code is proud of its longevity and even more proud of its ability to anticipate the evolving needs of its clients. Incorporated in 1962, as General Code Publisher, Inc. in Spencerport, New York, the company had its beginnings in the codification business. Recognizing the need for all municipalities to have their laws codified, Mr. A Ross Kitt, II, an attorney by profession, prepared the first codification for Ogden, New York in 1961. Other municipalities in Monroe County, New York saw the value of this document and requested the same product. With the legislative activity of municipal boards, the need for Codes existed; and the changes in their ordinances and local laws mandated periodic supplementation.

Starting from a very small group in 1962, the company and its market rapidly expanded. We moved to larger facilities in Gates, New York, in 1981 and now have clients as far south as Florida, as far west as New Mexico, as far north as Toronto, Canada and as far east as the Atlantic Ocean. Expansion both geographically and in the services we provide has produced a business that is exciting and progressive.

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In the late 1990's, the company saw an opportunity to expand its product breadth and began offering document management services to its clients through a Value-Added Relationship with Laserfiche®, a west coast software developer. Over the next two decades, relationships were formed with other software developers and General Code expanded its document management product breadth to provide enterprise-wide content management solutions for its clients.

In 2007, General Code Publishers, Inc. was purchased by Gary Domenico, then President and CEO, to form General Code, LLC and General Code, CMS, LLC. General Code is committed to continuing the customer focus and commitment ingrained in the General Code history. General Code is also committed to expanding the business and product offerings to best serve progressive municipalities, incorporating cutting-edge technology with superior customer service.

In 2013, General Code acquired Sullivan Codifiers of Manchester, Missouri.

On November 15, 2017, the International Code Council welcomed General Code to its Family of Companies.

WHAT DIFFERENTIATES GENERAL CODE FROM ITS KEY COMPETITORS?

General Code is a values-based organization that is authorized to do business in New York State and is dedicated to delivering a higher standard in codification and enterprise content management solutions. More than 2,700 municipalities and public organizations have relied on General Code for 57+ years to provide services that bring greater efficiency, transparency and continuity to them and their communities. In addition, we possess all of the necessary licenses, certifications, permits, approvals, and authorizations necessary to perform the services being sought.

CHOOSE A PARTNER WITH A PROVEN RECORD

Over 20 years ago, General Code became a Laserfiche Solution Provider, adding document management solutions to our successful codification practice. The solutions available have evolved from a basic store and retrieve system into the current Content / Business Process Management solution to local governments, educational and commercial organizations throughout the United States. General Code's Content Management Business is responsible for all sales, implementation and support of over 450 Laserfiche customers, primarily local and County Governments, in 17 different states.

General Code is proud to be one of the few Platinum Certified Laserfiche Resellers in the Laserfiche network, has consistently been a top 5 government reseller for Laserfiche for the past 18 years and has achieved Laserfiche Winner's Circle Solution Provider for 18 consecutive years.

Serving the needs of these many organizations has been significant in understanding the unique budget and functional requirements in a highly-regulated environment. We pride ourselves in our level of experience in the industry, and leverage our technical knowledge and focus on the customer to ensure that our services and software are delivered on time and within budget to achieve the desired functionality and highest quality possible.

AWARDS AND RECOGNITION

General Code is proud to announce that we have achieved Laserfiche Platinum Certification status as part of Laserfiche’s Certified Professional Program (CPP).

What does it mean to be a Laserfiche Platinum Certified Solution Provider?

The CPP Platinum certification is awarded to resellers who have passed the core certifications within the CPP Program. The credential signals that a reseller has achieved a solid understanding of essential Laserfiche processes and the fundamentals of Enterprise Content Management (ECM) and has the requisite knowledge, understanding, experience and practical application of using Laserfiche solutions to solve business needs.



As of February 2019, General Code achieved the Laserfiche Platinum certification, the first Solution Provider to reach this pinnacle! General Code is proud to be a Platinum Certified Solution Provider in the Laserfiche network, has consistently been a top 5 government reseller for Laserfiche for the past 18 years and has achieved Laserfiche Winner’s Circle Solution Provider for 18 consecutive years.

Platinum certification is also available to Laserfiche users. To learn more about the CPP program and achieving Platinum certification for users in your organization, visit the Laserfiche website: www.laserfiche.com/en-us/events/cpps.



Winners Circle Solution Provider

General Code is honored to have achieved the Laserfiche “Winner Circle” award for an 18th year!

The Winners Circle is an elite group of Laserfiche Value Added Resellers with strong sales, successful installations and a shared commitment to exceptional service.

Along with winning industry awards, Laserfiche has also set the industry standard with a Department of Defense 5015.2-certified records management solution.

Please visit this site to see the list of rewards and recognition Laserfiche has achieved.

<https://www.laserfiche.com/about-laserfiche/>

12. REFERENCES

We understand Oneida County's purpose for this RFP: to provide the County with a three- year services contract for Laserfiche and to mitigate risks that are inherent with mission critical software programs.

Over the years, General Code has performed services for many large companies and government agencies in partnership with various preferred vendors and as providers of the Laserfiche Document Management software. Our goal with this collection of references and project summaries is to demonstrate our ability to fit a department of any size and to highlight our track record of providing our customers with the exact solution to address their unique needs.

GENERAL CODE ENJOYS A 98% CUSTOMER RENEWAL RATE!

Taking care of our customers is at the center of what we do and how we operate as a company. When you choose General Code, you gain access to an experienced, professional and respected staff of technical support specialists. Our customers have come to rely on the knowledge, promptness and technical leadership demonstrated by our team. We offer customized training geared to your level of expertise and provide technical support after you are up and running. Our team is eager to provide you with all the help you need.

It is important to note that General Code has never lost a Laserfiche Rio customer. In the past decade, we have never lost any Laserfiche customer to a competing product except when the customer was acquired by another company using a different system. General Code has lost some customers who have stopped paying their Laserfiche Support costs due to financial considerations, but maintains a 98% customer retention rate.

QUALIFIED PROFESSIONALS

General Code is confident that we can provide the highest quality resources to successfully complete this engagement at Oneida County. The mission of the General Code Content Management team is to work closely with our government customers to improve constituent services that address mission critical objectives. Serving the needs of these many organizations has been significant in understanding the unique budget and functional requirements in a highly regulated environment.

We trust this collection of project references will serve to demonstrate the deployment flexibility Laserfiche brings to the County and to provide Oneida with a better understanding of General Code's extensive experience working with various municipalities with similar projects. General Code will entertain and provide additional information, to the best of our ability, should it be required by Oneida County, but will remain steadfast in upholding our company standards and code of conduct surrounding each customer's confidentiality.

We invite you to view a selection of Case Studies, Customer Testimonials and Customer Satisfaction Survey results on our website using the following links:

<http://cms.generalcode.com/cs/>
<http://cms.generalcode.com/testimonials/>
www.generalcode.com

Oneida County, NY – Enterprise Content Management System Services RFP #2019-271

| PROJECT | CONTACT INFORMATION | DESCRIPTION OF SOLUTION |
|-------------------------------|--|---|
| Town of Brookhaven, NY | Donna Lent, Town Clerk Liz Byrd, Network/Systems Specialist One Independence Hill Farmingville, NY 11738 Utica, NY 13501 Phone: 631-451-9124 Fax: 631-451-9264 dlent@brookhaven.org lbyrd@brookhaven.org | Base System: Laserfiche Rio Users: 300 Named Full Users with Snapshot and Email; 200 Rio Named Retrieval Users Additional components: Records Management, Weblink, QuickFields Agent, Quick Fields Classify, Rio Plus for Publishing, Rio SDK, ScanConnect |

The Town of Brookhaven purchased Laserfiche in February 2001 with 11 users and has grown and upgraded the system over the last several years to include several hundred users, Records Management, Forms, Forms Portal, Web Portal, Workflow, QuickFields and CD publishing.

Town Clerk Donna Lent describes the progressive nature of Brookhaven’s use of Laserfiche: “Originally, we purchased 11 licenses. However, there are more than 30 departments within our town, which covers 326 square miles, and serves nearly 500,000 residents. A number of our departments are housed in different locations throughout the town. So, in July, 2010 we decided to purchase an upgrade to Laserfiche Rio and purchased a total of 200 licenses. We have installed Laserfiche in the Building Department, our most active department, and we have completed the scanning of their records. I know the implementation of Laserfiche in our building department is a success because the employees, many of whom were so skeptical, love using it. It makes their job easier and they are able to maneuver through the software with ease.” To give an idea of the time and effort saved, Lent illustrates the cumbersome nature of the town’s previous process: “Our Building Department would request between 200-500 files per week. The written requests would go to our Records Center Managers to enter and then the documents would have to be pulled from storage cartons. Then the records would have been driven to town hall. With Laserfiche, employees do not have to handle the paperwork for each record and our staff is not pulling records off the shelves and then driving eight miles to deliver them to the building department. Our staff can quickly pull up the necessary record in Laserfiche. Finally, our residents no longer have to wait a week and then make another trip to Town Hall to obtain copies of their records. It is an incredible relief to everyone concerned.”

Upgrading to Laserfiche Client 8.2 and RIO allows Brookhaven to manage their documents and retention requirements easily. It has also greatly reduced the time that the town’s records management staff spends traveling between their building and Town Hall to deliver documents. “I received the best news since the start of this project late one afternoon. The building department notified me that they were able to serve 122 residents in one day without requesting one file from the records center! That translates into lower costs, less demand on the staff, and happier residents as well,” Town Clerk Lent exclaims.

The Town is now embarking on a forms project using Laserfiche Forms to automate static forms presently available on their website. The project will replace many of the present forms with versions that will automate workflow drive processes. This will allow for better tracking of requests, minimize paper handling by Town employees and allow for timelier, economical 24x7 constituent servicing.

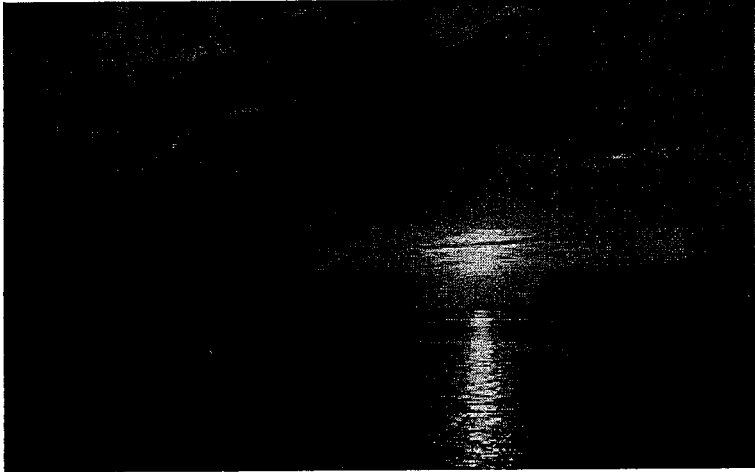
Please see the Town of Brookhaven Case Studies:

<https://cms.generalcode.com/town-brookhaven-ecm/>

<https://cms.generalcode.com/town-brookhaven-funeral-directors/>

CASE STUDY: TOWN OF BROOKHAVEN

Clerk's Office Leads ECM Revolution



The Town of Brookhaven covers 326 square miles of Long Island and is home to over 500,000 residents. The Town Clerk shoulders a tremendous responsibility as keeper of all records produced by the Town's 47 departments in the ordinary course of business. Brookhaven utilizes Laserfiche as its Enterprise Content Management (ECM) System to increase record access and help maintain compliance with NY State Archive record retention requirements.

ALMOST 20 MILLION RECORDS AVAILABLE IN AN INSTANT

Town Clerk Donna Lent was appointed project manager for the Town's \$6.7 million back-scanning initiative shortly after arriving in 2010 as Chief Deputy Town Clerk. She's continued to shepherd the Laserfiche system's growth as Town Clerk in her drive to serve constituents more efficiently. "When I started here at Brookhaven, we had 11 Laserfiche licenses," she said. "That's grown to 425 licenses which allow users to access almost 20 million documents, some dating back to the 1800's. And we are adding automated workflows and using eForms to streamline our processes at an accelerating pace."

AN ORGANIZED ON-RAMP TO STRUCTURED STORAGE

The use of Laserfiche requires the digitization of records by capturing the images and inputting relevant metadata into the system. Town Clerk Lent established a Central Scanning Repository to facilitate scanning, indexing and quality review of records for various Town Departments. Here, Town employees perform back scanning and day-forward scanning directly into Laserfiche.

The Town Clerk's management staff works with each Department to establish a playbook – the set of rules by which records are entered into the ECM System – for each individual record type. Departments are responsible for prepping their records, ensuring that all necessary documents are in proper order. The records are then delivered to the Scanning Repository where the digitization process occurs.

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Processing schedules vary according to the needs of each Department. For example, Finance Claim vouchers are scanned biweekly on a batch basis based on their completion date while Burial Permits are scanned every six months. Certain Departments, including the Town Clerk's office, are trained to scan their own records in real time. For instance, the minutes and resolutions of Thursday evening Town Board meetings are scanned by Town Clerk staff for availability by the afternoon of the following business day.

WORKFLOWS AID RECORDS MANAGEMENT PROCESSING

Scanning and indexing enables desktop and Laserfiche WebLink portal access to records. Laserfiche workflows are used to manage quality control reviews of images and metadata by departments and the records retention manager. In certain instances, Laserfiche Workflow utilizes QuickFields to auto-populate metadata and reduce the data entry burden. Additional workflow automatically applies retention schedules for records management in accordance with the New York State MU-1 compliance schedule.

THE BENEFITS OF DIGITAL ADD UP

As shown in the examples that follow, the Town continues to find ways to improve efficiency and service with Laserfiche and ECM.

- The scanning of 400,000 Building Parcel Cards eliminated 12 seven-drawer file cabinets, opening up space for two workstations and a large-format map scanner.
- Turnaround time for processing of FOIL requests in the Law Department was cut by an estimated 70 percent. Where research once took hours, it may now take minutes.
- A workflow is set to review contracts on a nightly basis to identify expired contracts, update the template of those contracts to log the contract's expiration and apply the proper 6-year retention to the records.
- The Town Clerk launched a web portal that enables funeral directors to order and pay for copies of Death Certificates, in compliance with State law. The solution eliminates trips to the Clerk's Office for funeral home staff and reduces the queue at the department's walk-up service counter.
- The Clerk's Office is using Laserfiche to simplify the management of complex, permanently retained subdivision development records, including zoning, road dedications, curb cuts and more.
- The use of Laserfiche Mobile will empower Town employees to search for records out in the field as they would on their desktops in the office to work more efficiently and better serve the Town's constituents.
- Laserfiche houses an electronic inventory of archived records that were digitized and stored in the Town Clerk's Record Center.
- The Town Assessor's office plans to utilize workflow to streamline the processing of STAR Enhanced applications, including confirmation, receipt processing, and storing of the applications within Laserfiche. This more efficient process will allow a faster response time to residents.
- The Central Scanning Repository has scanned, indexed and reviewed the multi-year backlog of Building records to help bring the Building Department up to date with electronic images of permits, licenses and certificates.

A TEAM EFFORT UNDERPINS SUSTAINED GROWTH

The Town's success with Laserfiche is tied to its commitment to support ongoing implementation. While Town Clerk Lent continues to provide vision, energy and direction, she's built a team to support her ECM initiatives. The Deputy Town Clerk and Executive Assistant oversee daily operations, ongoing projects and the accurate application of the retention schedule to all records in Laserfiche. The team also includes four employees in the Town's Information Technology Department, who have focus areas in security and folder structure integrity, workflow creation, forms design and user training.

While General Code was instrumental in Brookhaven's implementation of Laserfiche, the Town has invested in its team to enable it to provide a high level of service to departments. Town Clerk Lent advises other municipalities seeking to maximize their investment in Laserfiche to attend as many presentations, workshops, and training sessions as possible. "You will find something new and useful each time," she said, "Our IT staff attended workshops at Laserfiche's annual Empower Conferences and learned how to develop workflows and implement best practices." Several staffers also traveled to General Code's offices in Rochester for training with the company's solutions architects.

ECM EFFICIENCY IS THE NAME OF HER GAME

Town Clerk Lent points to her record digitization accomplishments with pride. "The number of full-time people in this office was reduced since I first arrived, so not only are we doing more with less, we're also being more efficient." With almost 20 million documents available at the click of a mouse, her implementation of Laserfiche will continue to make a major contribution to timely Enterprise access to information across all Town departments.

CASE STUDY: TOWN OF BROOKHAVEN

Self-Service Portal Curbs Vital Records Traffic



Photo: Traciz at English Wikipedia, CC BY-SA 3.0, <https://commons.wikimedia.org/w/index.php?curid=36699189>

Funeral directors in the Town of Brookhaven are making fewer trips to the Town Clerk’s office thanks to a Laserfiche form that allows them to order and pay for copies of death certificates online. Not only is this Web portal a convenience, it demonstrates how the Town is continuing on its path to creating a paperless work environment that boosts efficiency and saves taxpayers money.

Town Seizes Opportunity to Improve Service

In early 2017, New York State implemented the Electronic Death Registry System (EDRS), which enabled death registration users – funeral homes, hospitals, nursing homes, hospice facilities and physicians – to file death records electronically. EDRS eliminated the need for Funeral Directors to travel to the Town Hall to file a death certificate. However, they still needed to order certified copies of the death certificate in person or by mail.

Brookhaven Town Clerk Donna Lent listened to the requests of local funeral directors who wanted a way to order copies of an electronically filed death certificate online – essentially streamlining the new death registration process. “Many funeral homes are small family-owned businesses. I saw an opportunity to ease some of the workload of the funeral directors and allow them to spend more time at their business instead of traveling to and from Town Hall,” she said. At Town Clerk Lent’s urging, the Town moved forward on what became a portal project.

From Request to Launch in Just Two Months

The project was a collaboration that included Town Clerk staff, Programming and Systems staff, a trainer and General Code support. Laserfiche Forms allowed the Town to create a useful form for end users that can be automatically stored at the end of a process. The finalized form requires virtually no ongoing IT support.

A formal request was submitted to the Brookhaven’s IT Department in February and was assigned to the Department’s Laserfiche Forms specialist. Late in development, the team tested their prototype with a

funeral director. By the first week of May, the Funeral Director Portal was up and running. The Town Clerk sent informational letters out to funeral homes and the rest is history.

Simple, Fast Ordering, Available 24/7

The actual Laserfiche form is entitled “Funeral Director Request for Death Certificate” and is accessed through a secure URL. Once on the proper link, a funeral director does the following to place an order:

- Enters decedent information
- Indicates how many certified copies are needed; fees are then calculated automatically and displayed on the form
- Enters funeral home address to which the copies will be mailed
- Acknowledges the order with an electronic signature and clicks “Submit”

When the confirmation screen appears, the funeral director clicks on the link to submit payment through the Town’s Forte payment account. Within three business days, the requested copies are placed in the mail to the funeral home.

Behind-the-Scenes Automation Keeps Processing on Track

Laserfiche performs a variety of housekeeping tasks once the form is submitted. The software creates a confirmation number that ties the request order to the Forte transaction. It kicks off an email to notify the Town of the pending request. After Forte emails payment verification, staff in the Clerk’s Office checks the confirmation number against the Laserfiche form and proceeds to review and fulfill the order. Once that’s done, Laserfiche stores the original form to provide a paperless record of the transaction.

Welcome to the Virtual Service Counter

“The feedback from the funeral directors who use the portal has been positive,” reported Town Clerk Donna Lent. “They like being able to order online without being subject to the confines of office hours. Plus, the portal reduces the time they spend traveling to the various registrars. They appreciate services that reduce their administrative burden.”

The Death Certificate request form is another milestone in Town Clerk Lent’s efforts to transform how Brookhaven does business. “I believe our success with the Funeral Director Portal further opens the door to automating additional Town Clerk processes,” said Town Clerk Lent. “Our use of the Laserfiche Forms module helps reduce lines and wait times at our service counter. While we currently offer evening hours on Mondays, Web services will be an even more flexible way to accommodate our constituents. Among other ideas, we are working with IT to develop online dog license renewals using Laserfiche Forms.”

Town Clerk Lent’s initiatives to utilize Laserfiche and the Forms module to the fullest potential will allow ordinary citizens to do more of their routine business with the Brookhaven Town Clerk’s Office on their own schedules without paying for postage or gas.

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| PROJECT | CONTACT INFORMATION | DESCRIPTION OF SOLUTION INSTALLED |
|-----------------------------------|--|--|
| <p>Tompkins County, NY</p> | <p>Maureen Reynolds County Clerk 125 East Court Street Ithaca, NY 14850</p> <p>Phone: 607-274-5432 Fax: 607-274-5430 mreynolds@tompkins-co.org</p> <p>http://tompkinscountyny.gov/</p> | <p>Base System: Laserfiche Rio</p> <p>Users: 149 Named Full Users with Snapshot and Email</p> <p>Additional components: Records Management, Forms, Forms Portal, Pilot Public Portal-Dual CPU, , ScanConnect, QuickFields Core, Import Agent, Laserfiche SDK, The Training Center eLearning Program</p> <p>Departments: 15 departments including - County Clerk, Courts, District Attorney, finance, human resources,</p> <p>Date Installed: Initial system 2007, RIO upgrade 2011</p> <p>Number of People on Implementation Team: Internal Staff – 4 General Code employees External Resources – 5 County employees</p> <p>Current Version: LF Version 9.1.1</p> |

Tompkins County, NY purchased Laserfiche in 2007 as an archive for their paper documents. At the time, they had a large records facility full of paper that needed to be replaced. The County states that they have saved \$500,000 by not having to build a support a new building by purchasing and implementing Laserfiche. In 2011, the County upgraded their Laserfiche system to the enterprise version of Laserfiche.

General Code upgraded the County’s previously implemented Laserfiche system to RIO which not only increased the number of users who could access the system but also provided much need enhancements to features and functionality. General Code provided the software and the services required to install the software and provide installation and training services.

By moving to Laserfiche RIO with Forms and Records Management the County was able to not only provide an ECM Solution to more County Departments but also offered, as a Shared Services Model, the Laserfiche solution to several communities, including the City of Ithaca. Those communities participating in the program are able to access and enter data through the use of the Laserfiche Web Portal and Laserfiche web access. Expansion of this technology to other communities in the County signals a collaborative spirit among those involved and has proven as well to be a major source of savings.

As one of the County’s shared service partners, the City of Ithaca has implemented a Freedom of Information request processes utilizing eForms and Laserfiche workflow. The County is in process of adding the FOIL process to their business process improvements.

The County has been recognized as one of the Top Digital Counties in the U.S. – 2014 and 2015.

Please see Tompkins County / City of Ithaca Case Studies:

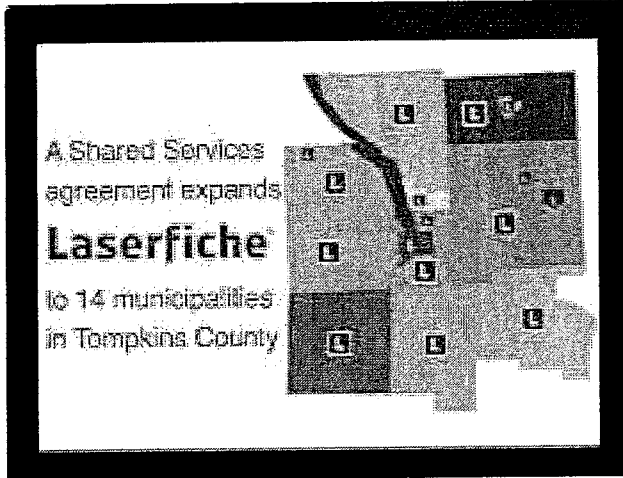
<http://cms.generalcode.com/tompkins-county/>

<http://cms.generalcode.com/tompkins-county-court-case-study/>

<http://cms.generalcode.com/city-of-ithaca>

CASE STUDY: TOMPKINS COUNTY

A Shared Services Success Story



Maureen Reynolds, Deputy County Clerk of Tompkins County, NY knows a little bit about document management. One could say that she climbed an enormous paper mountain, and helped turn records management around for her county and the communities it contains. When the process began, the task looked insurmountable. Reynolds describes the situation on Day One: “We were given the assignment to manage the Tompkins County Records Department and the County’s Inactive Records Center. These were contained in a dilapidated former library building, where the boiler and HVAC were barely working and the roof leaked. Inside this document dungeon were stored the paper records for 28 separate County departments, equaling a grand total of 9,000 boxes! Our program also inherited a pair of obsolete databases (Access and MASS-11). On top of that, the County’s records program had been severely neglected for the past 10 years and it really needed our help.” And that’s just the beginning. Little did Maureen (or anyone in Tompkins County for that matter) realize that a strong combination of planning, a whole lot of elbow-grease and document scanning could manage to yield a county-wide Laserfiche solution that would include villages, towns and even the City of Ithaca.

Nothing Succeeds Like Success

Positive momentum is critical for consensus and “buy-in” amongst department heads and colleagues. Capitalizing on her early successes, Reynolds and her team of Laserfiche experts further expanded their document management integration across Tompkins County. Walking us through the spread of Laserfiche into multiple departments and communities, Reynolds states: “We replaced an Access and MASS-11 database in the records program that only was used to track the boxes stored in the records center. As we have implemented Laserfiche in other departments, we have replaced those departments’ databases with Laserfiche and have used Affinity to instantly integrate Laserfiche with other third-party applications. Our biggest success with Laserfiche integration was with our new HR/Payroll system. Prior to the HR/Payroll implementation, we had scanned all of that department’s paper records and they are now available in Laserfiche.

We recently upgraded to Laserfiche RIO and have all 28 County departments (as well as 13 Tompkins County towns and villages, plus the City of Ithaca) using Laserfiche, and plan on upgrading to 100 County users by next year. We also offer County-hosting for the records of the 16 cities, towns and villages in our County. Some specific examples include: in our shared services for our towns, we have automated the routing of their legislative resolutions from an incoming folder, and with the individual towns' building departments, we automated the notifications of their 'land parcel splits' at the county level. This allows the towns' code enforcement officers (CEOs) to obtain this information from the appropriate town repository, and simultaneously notifies that town's CEO via e-mail about the new land parcel information."

All of this digital document management and shared services has not gone unnoticed at a state level either, resulting in grants for further expansion and also simplifying compliance with New York State records retention requirements. "We have been awarded grants for shared services to implement this through the New York State Archives and their records management program. Also, all new software for any County department must be able to digitally drop the official record copy into Laserfiche at least once a year – as we are using Laserfiche to meet our records retention requirements as set by New York State."

9,000 Boxes, 28 Departments' Records & One Leaky Roof

Every great journey begins with a first step. Maureen and her team looked far and wide for a complete document management solution and found Laserfiche. Reynolds explains: "We had just finished a large EDMS for the County Clerk's office, including 193 years of land and court records, and we felt that we had the on-staff knowledge and expertise, IT support and infrastructure, as well as the vendor partnerships to turn the County records program around. However, we needed an enterprise-wide system, so we started looking for one. My CIO had seen a Laserfiche demo when interviewing vendors for our County Legislature's meeting minutes software. He thought Laserfiche would work well for our county-wide records needs. The transparent records management was critical for us as well as the Records Management Officer for the County. We chose Laserfiche because of the folder structure set up for ease of use, the security of the audit trail, the records management module, the simplified business process of workflow and the experience and reputation of our VAR—General Code."

You can probably guess where this story is going (spoiler alert: there was a lot of document scanning involved). Maureen is justifiably proud when she notes the initial results: "We have since scanned all 9,000 boxes of documents, which eliminated the need for a new building to be constructed, thus saving \$5.5 million! We eliminated paper records in our County offices and are hosting our solution for all of our local town and city governments using a shared services approach. We have established a user group and have received grant funding from New York State to further develop this project. We have also just completed the scanning of minutes and building permits for our local city, town and village governments, and those governments are leveraging our Laserfiche expertise by using our IT staff and network, and our disaster recovery solutions as well. The Laserfiche solution really is serving the entire County."

Goodbye Paper Records, Hello Laserfiche

The advancements of the digital world pay significant dividends in the real, physical world. Just ask the various departments of Tompkins County, who suddenly find themselves with extra workspace formerly swallowed up by document storage. And the taxpayers in Tompkins County tend to feel a bit better too, considering that all that scanning saved all that storage space and in the neighborhood of \$5.5 million of real money too. When Deputy County Clerk Maureen Reynolds says “trust me,” folks around Tompkins County are more than happy to: “My favorite saying is ‘Trust me, you will love it’ as I wheel all of their paper records out the door to go to our scanning vendor, never to return as space-wasting paper records again! I have never had a problem yet, and everyone has been extremely happy with what we have done with their department’s records and with Laserfiche. We mimic their folder structure to what they have in their paper filing cabinets (or their existing digital file structure) so that end users are comfortable with the product we bring back to them in Laserfiche.” “We currently have 13 municipal partners using our County-hosted solution, with our network, disaster recovery and IT staff, along with other staff from the County. We share training sessions and user group meetings, and work together to create solutions that we can all benefit from. We have also set up a governance structure, user group agreement and by-laws to our group, which we named TSSERR (Tompkins Shared Services Electronic Records Repository).”

Can’t we all just get along? Apparently, in Tompkins County, they really can. Who knew that scanning 9,000 boxes of records into Laserfiche could make so many people in so many departments so happy and productive? That’s the power of Laserfiche.

CASE STUDY: TOMPKINS COUNTY

County Court System Goes Paperless and Mobile

COUNTY COURT SYSTEM GOES PAPERLESS AND MOBILE



Seated in Ithaca, NY, Tompkins County is a progressive community of just over 100,000 people who prize environmental and social sustainability. “Our county vehicles are hybrids, our new county buildings are all LEED certified and we are always on the lookout for environmentally friendly products,” explains Maureen Reynolds, deputy county clerk.

In fact, Reynolds explains, one of the county’s major goals for the next few years is to enable 10 to 20 percent of its workforce to work from home at least part of the time. “From a green perspective, this will allow us to cut back on the number of people driving to work, and it will save energy at the county buildings,” she says. “It’s also very important from a disaster recovery perspective to enable an ‘untethered workforce,’” Reynolds adds. “If another Hurricane Sandy were to hit, we want to be sure that key employees can still do their jobs from their homes. My biggest fear is to be on the front page of the paper under the caption, ‘Why didn’t they take care of this?’” She also notes that many employees need to be able to do their jobs from the field, including county judges, the district attorney (DA) and the assistant district attorneys (ADAs). “We have five county judges who need to be able to access case files from the bench, and do rotate from court to court on occasion. Going paperless has had a lot of benefits for them.”

The Path to Paperlessness

The Tompkins County Clerk’s Office started scanning records back in 2001. Over a nine-year period, it scanned 193 years’ worth of land and court records. Based on its success with scanning, county administration asked the clerk’s office to take over the county records center, an old building with 9,000 boxes of records and an antiquated tracking database.

“They told us we wouldn’t get any additional budget or staff. I actually called my IT director and cried a little before asking, ‘What can we do?’” says Reynolds.

She explains, “We knew we had the on-staff knowledge, expertise, IT support, IT infrastructure and vendor partnerships to turn this program around—but we needed an enterprise system, so we started looking for one. Our CIO had seen a Laserfiche demo when he was interviewing vendors for our County Legislature’s meeting minute software. He thought it would work well for our countywide records needs.”

Reynolds notes that the original plan was to simply put barcodes on the boxes to keep better track of them. However, “once we saw what Laserfiche could do, we decided to scan all 9,000 boxes in the records center, destroy the paper and eventually tear down the building.”

Tompkins County had been planning to either build a new records center or renovate the existing building, which would have cost somewhere between \$2.3 million and \$6 million. Analysis showed that spending between \$400,000 and \$500,000 for scanning, software upgrades and IT infrastructure updates would save Tompkins County between \$2.3 million and \$5.5 million dollars.

“After that,” Reynolds says, “it was pretty clear that digitizing the records was the way to go.”

Paperless Court Cases

For the County Clerk’s office, back-scanning old court records had a big impact. As the owner of the county’s court records, the clerk’s office used to be charged with sifting through paper files in the dilapidated records center.

Now, all civil and criminal cases from 1817 through 2009 have been digitized. Using Laserfiche’s online, self-serve document portal (which Tompkins County has configured for both public and secure internal search and retrieval), judges, law clerks and legal secretaries can instantly view closed cases with the click of a button — saving a great deal of time for the County Clerk’s Office employees.

According to Reynolds, the judges have been using the portal to view archived case files on their laptops and mobile devices such as iPads for the last three years. This has been particularly helpful when a judge needs to review the cases associated with a repeat offender.

Within the last year, the County Clerk’s Office has begun handling the day-forward scanning of all court-related paperwork, which has eliminated delays in paperwork processing. “In the past, people could file their papers in our office, with a court clerk or with a judge,” Reynolds explains.

Today, everything goes through the County Clerk’s Office, whether it is paper or digital, and it is processed the day it is received. Paper documents are scanned and integrated with a land management system that time- and date-stamps the documents. After that, documents are emailed to the judges right away.

“Tompkins County handles approximately 1,400 civil cases and 4,500 criminal cases a year, so processing delays could really slow things down,” says Reynolds. “The judges appreciate having timely, anywhere access to the files they need to see.”

District Attorney’s Office Goes Digital

Piggybacking on the success of the Tompkins County Court, the District Attorney’s office is also looking to go paperless. “Our ADAs have to drag giant boxes of files into court. Oftentimes, they’re traveling to the town courts at night, when no one is in the DAs office, so making everything available to them in a digital format will make their jobs so much easier,” says Reynolds.

According to Loren Cottrell, deputy director of IT services at Tompkins County, the DA's office is currently looking to migrate from a legacy case management system onto NYPTI, a state system developed by the New York State Prosecutors Training Institution. Laserfiche will be integrated with NYPTI such that case documents will be created in NYPTI and archived. Documents will be born digital, eliminating the need for paper records completely.

"Oneida County has integrated Laserfiche with NYPTI, and we are hoping to learn from what they've done and implement our new system this summer," says Cottrell.

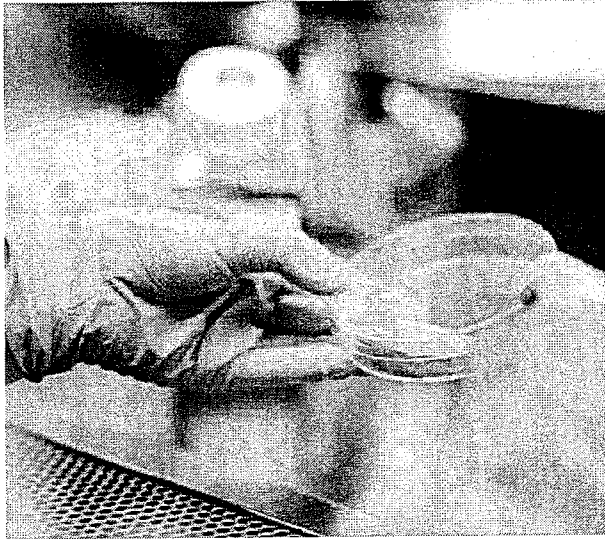
Prior to implementation, Tompkins County will run the project through its "Smart Office Initiative," in which it partners with Tompkins Cortland Community College to analyze existing processes, document what the new processes will look like and get buy-in from all stakeholders. "All new or major IT initiatives in Tompkins County are required to go through the Smart Office Initiative," explains Greg Potter, IT director for the county. "For process-driven projects, the departments need to go through this initiative to define their processes before we're willing to jump in on the IT side. It helps us determine who's ready and who's going to succeed."

Reynolds adds that, whenever a department is looking to go paperless, it's important to study the department's folder structure and analyze its workflows. "You can have the best software in the world, but if you don't make your end user comfortable with it, they will not use it," she explains. Potter notes that while the IT department is mapping out the streamlined case management process and preparing to integrate Laserfiche and NYPTI, it is also expanding the Wi-Fi access points in the courtrooms so that the DA and ADAs will be able to access their case files using mobile devices.

Reynolds is confident that the new paperless system will work well for the DA's Office. "Judges sometimes have the reputation for being conservative and slow to embrace change, but our judges took to our paperless approach very easily," she says. "When I first told them about (the new platform), I said, 'Trust me, you're going to love it.' And they do!"

CASE STUDY: TOMPKINS COUNTY

Medical Examiners' Investigations Streamlined with Laserfiche



In upstate New York, a new paperless process has forged digital links among medical examiners, vital records, and law enforcement officials. In the course of restructuring its Medical Examiner Program, Tompkins County turned to the County's Laserfiche system to streamline the way it manages medical examiner's death investigation filings, autopsy results and toxicology reports to save time and trouble. Current and accurate information is more readily accessible to families and public officials with questions about unattended deaths.

County Takes a Fresh Look at the Death Investigation Process

Tompkins County's Medical Examiner (ME) Program is operated by the County's Public Health Department. Formerly services were divided among several independent providers, including out-of-county pathology resources. The Legislature voted to consolidate services to a team consisting of a Chief Medical Investigator and two Medical Examiners based in Ithaca's Cayuga Medical Center (CMC) to provide investigations and autopsy services locally. By doing so, the move shifts resources from transportation costs to improved Medical Examiner professional services.

Online Report Filing Simplifies and Secures ME Paperwork Submission

That same month, a project request came into the Tompkins County IT Department. Early in her needs assessment process, Systems Administrator Katy Prince saw that Laserfiche was an easy fit. "The ME's wanted to submit reports electronically, know that they wouldn't get lost and that the medical information would remain private in a secure location.

“After I met face-to-face with the ME’s,” Prince recalls, “I saw this as a pretty straightforward solution. They were handwriting data on a printed form.” This form was her starting point for taking things digitally. Her first Laserfiche Form review was a hit, as was the ability to work with it across platforms for total portability. Following a brief beta test, the first live submission came within three months of Prince’s initial face-to-face meeting with the ME team.

A Better Process Yields Better Answers in Troubling Circumstances

“Awesome,” is the word Chief Death Investigator Jennifer Edelman uses to describe the system. “Our team is very busy and we wanted an easy-to-use reporting system. I can start a case on-scene on my phone, save it and finish it later on my office computer. This process improves communications and reduces duplication of effort.” Once an ME opens a case form, he or she can upload photos and forensic reports as addendums managed by Laserfiche. “Reports go in directly without transcription errors. I’m spending 20 minutes on tasks that could’ve taken over an hour before,” Edelman adds.

While her beat includes accidents, fires, and the rare violent act, the vast majority of Edelman’s cases involve determining the cause of an unexpected death. “I work closely with law enforcement, first responders, our pathologists, next of kin, family doctors and funeral homes. My goal is to assist the decedent’s family through this hard time by providing them with the answer to why their loved one has passed,” is how she describes her mission. “Our Laserfiche system increases our ability to produce appropriate results by assuring that accurate data gets to Vital Records.”

Paperless ME Program System Lightens the Load in Vital Records

At the same time, Prince’s Laserfiche solution attacked a document mess over in the Health Department, where ME Program files are the responsibility of Deputy Registrar of Vital Record David Warmbrodt. Compared to his routine duties registering births and deaths, he says, “Dealing with medical examination filings involved a lot of time and came with all the misadventures you can get dealing with a haphazard paper system.”

Although death investigation cases are the exception rather than the rule, they forced him to keep track of a variety of incoming faxes, couriered reports and mail submissions over the course of weeks or even months. “So much from so many directions; clunky to keep organized,” Warmbrodt observes. “Streamlining was important to me because the paper process could become a bear.”

Now Warmbrodt receives email notifications as ME uploads flow into the proper Laserfiche case folders. He no longer has to determine a case number and create, label and file a physical folder. The status of pending information is readily apparent. And when it comes to retrieval sparked by litigation, criminal investigation or public health research, he expects things to go much more smoothly in the future. “No more visits to a records closet and pawing through eleventy-eleven bankers’ boxes and manila file folders to locate a case,” he says.

Automated Case File Management Means More Time for Higher-Value Tasks

Katy Prince says she is a believer in “Simpler is easier”, so she kept things as simple as possible. The end users of the ME Program are shielded from process steps.” Once the intake form is live, Laserfiche offers an addendum form to simplify the subsequent submission of related correspondence, forensic files and photos to the proper folder as they become available. After a case is tagged as closed, the system moves it to inactive/ retention status.

The intake form has provisions to record a corresponding law enforcement case number or 911 call center incident number for integration with other agencies’ databases. This makes it much easier in the event a prosecutor, or the County Sheriff or City and State Police need to check on an official cause of death in the course of their investigations. Authorized users can search against their ID criteria and pull the information they need without travelling to the Vital Records Department or requesting and waiting for copies.

“The new system is a huge time saver,” says Edelman. “When a case is open, ME’s can communicate directly with Vital Records and the rest of the team without paper. Because we can better share and coordinate information, there’s less duplication and post-investigative work required to close a case.” On-scene, having fewer paper distractions helps her better support law enforcement personnel who aren’t trained to spot medically related evidence and to reassure family members that their concerns are being addressed.

Warmbrodt sums things up by saying “We are achieving what we needed to achieve with our Laserfiche solution. Working with PDF files instead of paper results in a much more efficient management process.”

| PROJECT | CONTACT INFORMATION | DESCRIPTION OF SOLUTION INSTALLED |
|---------------------|--|---|
| Franklin County, PA | Ed Yonker Apps Support Manager 218 North 2 nd Street Chambersburg, PA 17201 Phone: 717-261-3149 Fax: 717-267-2886 elyonker@franklincountypa.gov http://www.franklincountypa.gov/ | Base System: Laserfiche Rio Users: 247 Named Full Users with Snapshot and Email Additional components: Records Management, Forms, Forms Portal, Pilot Public Portal, ScanConnect, QuickFields Agent, QuickFields Core, QuickFields Complete, ReadOnly Weblink Processor, Laserfiche Connector Departments: 40 Departments including; finance, sheriff, administration, payroll, planning, office of the aging, district attorney Date Installed: 2001; upgraded to RIO 2010 Number of People on Implementation Team: Internal Staff – 5 General Code employees External Resources – 3 County employees Current Version: LF Version 9.2.1 |

General Code has been associated with Franklin County for nearly 15 years. When originally sold, General Code was the prime contractor and continues today to be the primary support for the Laserfiche installation at Franklin County which has grown from a 20 user system to over 200 users on the system in the County. We have provided all of the installation and training services to the County and have worked with their IT staff to develop complex workflows to automate document-centric business processes.

Franklin County is a very progressive county where it comes to the use of technology. They have embraced most all of the functionality and power of Laserfiche to enhance many areas of their County's operations. They are a leader in the use of Laserfiche Workflow and recently were featured in a Worldwide Web session to showcase the improvements that the County has made using Laserfiche.

General Code collaborated with the County to build an ECM solution that now provides Records Management and Document Management software and related services for several departments within the County. The County started in one department in 2001 and has grown to include over 40 departments in 2016. The solution has grown to include Laserfiche Rio with 247 users, Public Portal for sharing retrieval information with the citizens of the County along with using it as an internal retrieval only access point for County employees. The County is currently running over 200 workflows and nearly 150 electronic forms.

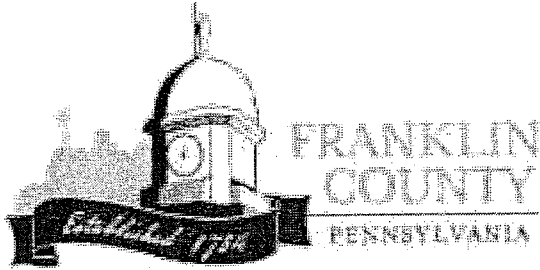
Please see the Franklin County Case Studies:

<http://cms.generalcode.com/franklin-county/>

<http://cms.generalcode.com/franklin-services/>

CASE STUDY: FRANKLIN COUNTY

Franklin County Increases Document Security and Builds Compliant Repositories



John Aguirre has been the director of HR at Franklin County for the last 13 years. His department has nine employees who are charged with:

- Establishing, administering and effectively communicating sound policies, rules and practices that treat employees with dignity and equality while maintaining compliance with employment and labor laws, county policies and labor agreements.
- Providing services to the people of Franklin County in order to secure, maintain and develop employment with the county government.
- Administering payroll and the county benefits program.

The first thing the HR department did after implementing ECM was to start scanning personnel files into the system. It took some time to develop an appropriate folder structure that separated employees' employment records from their confidential medical records and discipline files, and then it took about a year to get everything scanned in.

We probably spent between 4-6 months in the planning phase, but getting those personnel files into the system properly has had an enormous payback for us," says Aguirre. A few of the benefits include:

Reduced Paper Consumption

"We used to photocopy hundreds of thousands of pages of job applications a year for review by our elected officials," says Aguirre. "We almost never make hard copies of documents anymore since our officials have access to everything they need in Laserfiche."

Instant Search and Retrieval

"The ability to locate documents quickly is great for me," explains Aguirre. "Not a day goes by that I don't get a request from one of our directors for material from an employee's personnel file for various purposes. Our

ECM system makes it easy for me to satisfy their requests and quickly email them exactly what they need to see.”

Higher Staff Productivity

“With ECM, we can do more with less and accomplish more functions with the remaining staff, which is important in this economy. When one of our part-time HR reps left the county, we didn’t need to find a replacement because ECM makes everybody more efficient. Retrieving documents is as easy as opening a web page.”

Reduced Need for Document Storage

“Prior to implementing ECM, we had a large ‘Electreiver’ file cabinet in the office that stored approximately 1,500 files and rotated them on chains. It was always breaking down and causing us headaches. Once we started digitizing our documents, we were able to get rid of that monster, along with five standing file cabinets. We now use that space for our receptionist’s desk and our scanner, so our office is much less cramped.”

Easier Audits

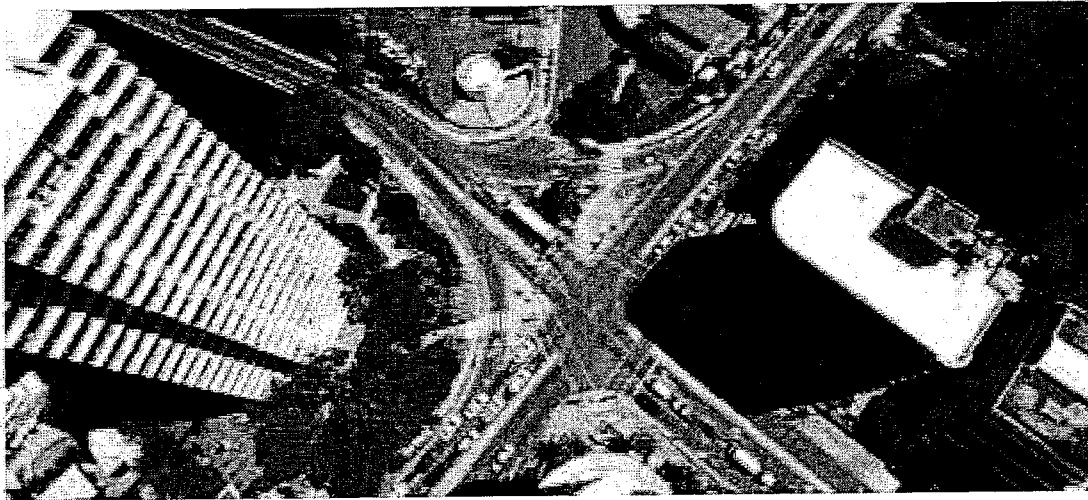
“Auditors love Laserfiche because it’s so fast and easy to use. It’s also clear to them that we’re meeting compliance mandates with regards to our folder structure and the security surrounding confidential medical records, etc. In addition, my department no longer has to stop working in order to organize for the audits.”

The HR department has also added recruitment documentation and union and arbitration files to the system, which has led to quicker resolution of some grievances. In addition, HR is currently scanning employees’ benefits files and leave of absence documents into the repository, and it has recently started on payroll documentation.

“Laserfiche is so secure in terms of access rights and privileges that we’re comfortable using it for everything we’ve got,” Aguirre says. “For example, I’m the only person in the HR department who can view the union files, and I’m also the only one with deletion rights. I know that unauthorized staff can’t see confidential information, and I know that no one’s going to tamper with our files. The role- based security provides real peace of mind.”

CASE STUDY: FRANKLIN COUNTY

Overview



Ed Yonker joined the Franklin County IT Department in 2004, after spending many years in the banking industry. “Government is a different world,” he explains. “Because of its size and structure—there are eight employees in the IT Department, compared with 925 employees county-wide—it’s a lot harder to implement new technology and get everyone on the same page.”

With approximately 150,000 residents, Franklin County’s mission is to enrich social, economic and environmental vitality by delivering services that are responsive to the health, safety and general welfare needs of its residents. The county government comprises 52 different departments, including the Commissioners’ Office, Human Resources, Human Services and Risk Management, to name just a few.

Yonker notes that these departments “operate like 52 separate businesses under the same umbrella.” In this kind of environment, it’s especially important to establish enterprise-wide IT standards to promote consistency and cross departmental collaboration, Yonker says. In addition, standardization decreases support and maintenance costs. However, it’s often difficult to find technology that’s agile enough to meet the needs of many different departments and flexible enough to adapt quickly and cost-effectively to changing conditions.

“It’s hard to convince all the different departments that they can use the same system,” says Yonker. “Because of that, we didn’t start out thinking Laserfiche was going to be enterprise technology. But after the enterprise content management seed was planted in one department, suddenly all our departments wanted to know more.”

The Beginning

Franklin County first purchased Laserfiche back in 2001, after a new panel of Commissioners was elected. “We had some younger Commissioners come in, and they were more familiar with technology and the benefits it could have for Franklin County than previous Commissioners had been,” explains Jean Byers, Deputy Chief Clerk in the Commissioners’ Office. “They did a year of research into solutions that would grant them easy access to the documents they needed.

In the end, they selected Laserfiche for its instant search capabilities, as well as the fact that we could install it directly on the computers already in use.” She continues, “We immediately realized tremendous benefits from Laserfiche. Documents that used to take days to find became available with the click of a button. It used to take hours to find specific text within meeting minutes that were hundreds of pages long, but with Laserfiche it only takes seconds.”

The new technology also made it easy to share documents with colleagues, and due to a similar look and feel as Windows, Laserfiche quickly became popular with both management and staff. Over time, the Commissioners’ Office expanded its use of Laserfiche. When yet another new Board of Commissioners was elected three years ago, they went wireless and purchased laptops so they could review meeting agendas electronically during their Board meetings. They also use Laserfiche to manage office mail, County contracts, bids and personnel files. According to Byers, “Nobody takes paper into the Commissioners meetings anymore.”

The Evolution of an Enterprise Standard

As Laserfiche took root in the Commissioners’ Office, other departments began to take notice. With their focus on compliance and prudent financial management, both the Fiscal Office and the Controller’s Office deployed Laserfiche in 2004. “Laserfiche is great for accounts payable (A/P) functions and auditing,” says Yonker. “For A/P, instant document retrieval speeds and simplifies the review and approval of invoices. And with electronically stored documents, employees can quickly and easily pull the files needed to satisfy an auditor’s request, with no need to spend hours digging through file cabinets. That’s a pretty impressive efficiency boost right there.”

Yonker notes that rolling Laserfiche out to additional departments was an easier sell than other system expansions because there was buy-in from the top right from the start. “Whenever County purchases exceed a certain amount, they need to be approved by the Commissioners,” he explains. “Because the Commissioners were already very familiar with the value of using Laserfiche, they never hesitated to give the go-ahead when other departments wanted to get on board.” The next departments to raise their hands and ask for Laserfiche were the Human Services and Human Resources Departments. Both departments implemented the software in 2006.

Human Services

In Franklin County, Human Services is comprised of 18 different offices and agencies, many of which use Laserfiche to manage case files. Effective case management, of course, is essential for providing high-quality services to qualified individuals at an affordable cost.

Electronic case management using Laserfiche enables the smooth delivery of services such as psychiatric assistance, medical care and food assistance, among others, by granting case workers instant access to client files, along with the ability to upload their own notes into the system.

The offices and agencies that fall under the Human Services umbrella include:

- Aging Agency
- Children & Adolescent Service System Program
- Children & Youth Services

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- Community Services
- Developmental Disabilities/Early Intervention Programs
- Domestic Relations Section
- Drug & Alcohol Program
- Falling Spring Nursing & Rehab Center
- Franklin County Transportation
- Mental Health, Mental Retardation & Early Intervention Administration
- Grants Management Department
- Information and Referral – Community Services
- Juvenile Probation Department
- Mental Health Program
- Parent Power Newsletters
- Penn State Cooperative Extension Office – Franklin County
- Public Defenders Office
- Veterans Affairs Office

According to Claire Hornberger, administrator for the Mental Health, Mental Retardation & Early Intervention Administration (MHMR), disaster recovery has been a driving force behind her department's adoption of Laserfiche. MHMR has 80 employees who provide services to 1,400 individuals across the County. Client charts typically contain an intake assessment, school records, hospital records, treatment records and notes from meetings with social workers.

Hornberger notes that the files can be up to 5-6 inches thick. At first, the department was scanning closed case files into Laserfiche with an eye to decreasing the space needed for document storage. When MHMR was forced to evacuate the office for three false fire alarms one day in early 2010, staff realized that in the case of an emergency, it would be more beneficial to have active files available in an electronic format than case files that were long closed.

From that day on, the department stopped back scanning and started moving its active files into the system to make them available in the event of a fire or other disaster. Hornberger notes that Laserfiche allows her department to organize its digital charts in the same manner its paper charts were organized, so it hasn't been complicated or cumbersome for staff to learn to use the electronic system. Scanning, however, has been a bit of a challenge. Because MHMR has so much paper, it's had to hire temps to do the scanning, which has made the process slower than the department would like. Once the records are in Laserfiche, though, Hornberger appreciates that it's a secure and user friendly system for her staff.

Human Resources

Human Resources John Aguirre has been the director of HR at Franklin County for the last 13 years. He notes that his department has nine employees who are charged with:

- Establishing, administering and effectively communicating sound policies, rules and practices that treat employees with dignity and equality while maintaining compliance with employment and labor laws, County policies and labor agreements.
- Providing the ever-changing needed services to the citizens and employees of Franklin County in order to secure, maintain and develop employment with the County government.

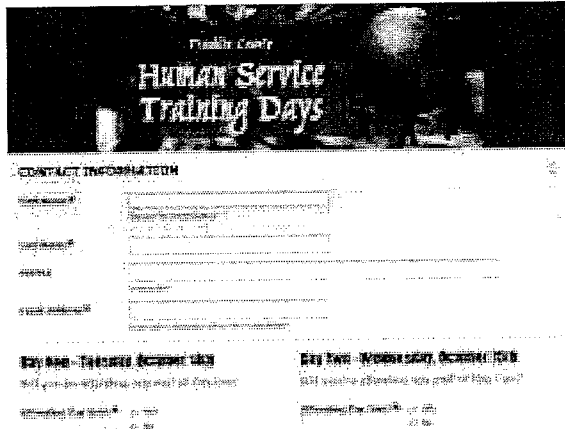
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- Administering payroll and the County benefits program. “We became interested in Laserfiche because we saw that it could us move into the 21st Century,” says Aguirre. “The direction of the nation was to go paperless—even the military was doing it! We didn’t want to get left behind.”

Before deciding to invest in Laserfiche, the HR Department had actually been considering moving to microfilm to cut down on the space needed for document storage. Even such photographic film, however, would require storage space, along with expensive machines to read it. “We ultimately decided that digital records would be easier to deal with,” explains Aguirre, “and we knew that a number of other departments were already having success with Laserfiche.”

CASE STUDY: FRANKLIN COUNTY HUMAN SERVICES

Human Services Department Gets an Inside Edge on Efficiency



Anyone who has hosted a training event knows that there are numerous details to manage. Previously, these details have been beyond overwhelming when coordinating the Franklin County Human Service Training Days event. This annual event offers more than 30 workshops over a two-day period. Each day consists of four training sessions with a keynote speaker, breakfast and lunch. Historically, this event was extremely paper driven with registration forms, participant packets, sign-in sheets and evaluations.

It all took time and resources away from the department's mission of helping service providers and clients when tight budgets aren't offering a lot of wiggle room. The solution came from a surprising source, and it didn't involve extra bodies sharing in the onerous job of printing and collating. Instead, Franklin County's IT Services Department gave Human Services a rules-based, automated events management solution founded on the County's Laserfiche workflow and eForms solution.

Essentially, IT Services automated most of the data-related tasks and enabled a shift to paperless event management. Context-sensitive electronic forms collected registration data that then ported into the data management and workflow functions. Tick list items, such as email confirmations and after-event certifications, were handled without the staff touching a keyboard. Personalized agendas and class handouts were distributed as PDF documents via email. Afterwards, training certificates were automatically validated and emailed to participants upon request via eForm. Special dietary requirements for breakfasts and lunches were also tracked. The only items Human Services printed were name tags, which were themselves deployed as a further weapon in the war on waste.

IT WAS TIME FOR A TRANSFORMATION

Bekah Laws knew that Training Days logistics could be a nightmare. Now an Applications Support Specialist in the Franklin County Information Technology Services Department, she formerly worked in Human Services and had been the event coordinator in the past. Over in IT, Laws saw a great opportunity to involve fellow Application Specialist Josh Burleigh and Laserfiche Lead Ed Yonker.

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No one understood the challenges better than Laws, who stepped up as Project Leader. “Because I knew the event, it was easier for us to design the solution according to what it actually takes to do the event.” So, the team structured the database, forms, and workflow to support—and improve—the process.

“We had advanced from the previous year’s use of a web portal and Google Apps,” recalled Laws. “With that setup, incoming data went into a spreadsheet. While that was a step up from the old fax-back/data entry method, multiple steps were required to make the data useful.”

CREATING A SEAMLESS FLOW OF DATA AND PROCESSING

“Starting over with Laserfiche Forms and designing a new database allowed us to dump incoming forms data where we needed it to be from the beginning. Then the system could do something with it immediately, such as generate an email registration confirmation complete with a personalized schedule. We could pre-schedule reports to hit the event coordinator’s inbox throughout the day according to what she needed.” If a session filled to capacity, it could easily be removed from the visible registration options, eliminating the nuisances of over-enrollment.

The Laserfiche Forms solution, available from General Code, was developed to enable government organizations to minimize manual data processing by placing forms online to reduce operating costs, improve efficiencies and eliminate paper and printing. Transaction data is captured electronically and integrated immediately into the records management and workflow systems, cutting processing time and enhancing service levels.

The team at Franklin County’s IT Services used Laserfiche Forms to create electronic forms at the front end to support automatic data capture and verification together with integration into their SQL database. Then they set up workflow routines and routing in Laserfiche to automate processing.

Laserfiche’s icon-driven, highly visual environment made it easy for the team to create forms and workflows. With some dragging and dropping and mouse clicks, they could test conditional loops and set register triggers for events, such as notifications or reminder emails as part of the overall process.

PAPERLESS. PAINLESS. ONLINE LOGISTICS MANAGEMENT SIMPLIFIES LIFE FOR EVERYONE INVOLVED

“Over the span of the two day event, the solution processed somewhere between 3,500 and 4,000 entries,” reported Ed Yonker. The solution used the stored data and processing rules to send out confirmations, reminders and PDF session documents automatically.

The ability to pull reports from the SQL database paid off as well. “The coordinator was able to keep the catering service current on head counts and special dietary requirements,” commented Laws. “And she could keep an eye on a rolling count of class enrollment to see if she might want to move the class to a bigger room and adjust capacity.”

“The only thing Human Services printed were name badges,” said Laws. “The coordinator told me she thinks they saved at least 100 hours just by eliminating event packets.” Attendees were happy to use the facility’s Wi-Fi and their own smartphones, tablets and laptops to access session eForms at the event.

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The benefits of the Laserfiche solution were obvious in other ways at the event. Attendees continued to interact with the Laserfiche solution, checking into workshops on in-session PCs using their individual participant code displayed on their badge. To expedite registration for large, popular sessions, Human Services hosts stationed themselves outside the rooms with tablets for mobile check-in. Because no paper sign-up sheets were used, a complete, accurate record was maintained as data flowed to the system from PCs and tablets.

About those secret-weapon name tags: they further crushed the logistical workload. Printed on the back of each was a QR code and web address. To request a Training Certificate, the attendee simply scanned the QR code or typed in the address on their mobile device. In response, the system returned an online session evaluation form. Once the attendee completed the evaluation, the participant was able to request a certificate, which was then e-mailed to them. Once again, no paper or staff time was required to complete this action.

“The County Commissioners were especially pleased by the way the event was run,” said Laws. “They were pleased that badges were the only thing printed, because of the county-wide initiative to reduce paper usage. In fact, the County has implemented a contract approval solution for the Commissioner’s Office that includes electronic signatures,” she said.

Of course, the solution also followed up on Training Days after the event. “For a designated period of time, the system emailed people provided e-mail reminders about the deadline for requesting certificates,” said Laws. Which was yet one more set of tasks the solution took off the Human Services workload.

Will this Laserfiche solution be an annual part of Training Days in the future? “Yes,” said Laws. “We designed the solution to be reused. For example, we created numerically coded session records as part of our foundation. Next year, all we have to do is change the session title associated to each code to proceed with the database and workflow structures we built this year.”



13. BRIEF OUTLINE OF SERVICES OFFERED BY GENERAL CODE

ADDITIONAL SERVICES

General Code provides a variety of information management solutions to more than 2,700 local governments, educational and commercial organizations throughout the United States. We set the standard for improving document management processes and are on the cutting edge of technology, providing new and reliable tools to our customers to better serve their clients. We pride ourselves in our level of experience, our technical knowledge in the industry and our focus on the customer.

In many ways, General Code is a “one stop shop” for solutions that make government information more accessible to citizens and staff alike. Our various lines of business include:

- Laserfiche® Enterprise Content Management software and related services
- Web-based forms and related services
- Business Process consulting
- GC Streamline, Laserfiche process automation
- Muncity® Integrated Parcel Management software and related services
- Codification of Bylaws, Local Laws and Ordinances (including editorial analysis, organization and editorial services)
- Electronic Code options (eCode 360®)
- Scanning Services

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|  | <p>Laserfiche Avante SQL Express server software is a complete electronic content management solution with <u>fully integrated</u> business process management. Laserfiche Avante includes the Laserfiche Automated Workflow Module and other important business-process functionality “baked into” the core software.</p> <p>The Laserfiche Automated Workflow Module is a robust component that facilitates the flow of documents, auto-files and auto-names folders and documents and enforces time schedules, where desired, by providing e-mail reminders or notifications to backups or supervisors or by re-assigning documents to others’ folders. By automating processes, you can ensure that proper process is followed, and work can be distributed to users in an orderly and predetermined manner.</p> <p>Laserfiche’s robust security enables you to limit both access and functional rights of users. Your IT staff will appreciate the ability to set security by user or group, as well as the option to use Windows Authentication for single log-in.</p> <p>System administrators have access to the Laserfiche Administrator Console either in a client or a web format.</p> |
|  | <p>Laserfiche Rio is functionality and simplicity combined into an enterprise document/content management solution. Rio includes document management, business process management and Web publishing for your entire enterprise, all in one bundle. Rio’s named-user licensing makes budgeting and purchasing easy—all you need to do is count the number of users. And with its tiered pricing structure, Rio becomes more affordable with increased number of users. As your organization grows, Rio scales easily to accommodate new departments and an expanding workforce. In addition to volume discounts on user licenses, Rio includes an unlimited number of servers, so you can create failover clusters, redundant servers, departmental servers, or whichever structure best fits the way your organization runs.</p> |

The Laserfiche Support Assurance Plan (LSAP) was created to deliver critical program updates and to provide ongoing technical support for the Laserfiche document management system. This is extremely important because the Laserfiche software is continuously improved to be even more powerful and efficient. With LSAP, you would be confident that you were receiving the very best performance and quality possible.

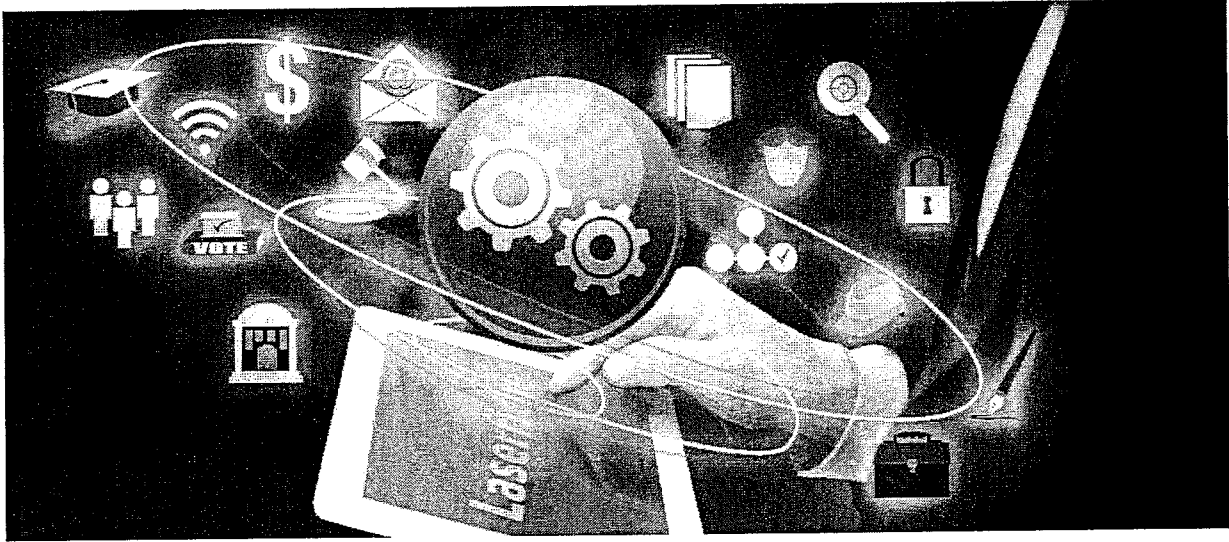
Laserfiche is the ECM solution of choice for a number of government agencies at all levels. We selected Laserfiche as our technology platform because of its user-friendly interface, open architecture, integration ability and the capacity to scale up as your demand for information sharing and access grows. With Laserfiche at the center of your Content / Business Process Management Solution, you would get what 35,000 other public and private organizations around the world are already getting – the most powerful combination of electronic capture, storage, and business process automation tools available today.

Highlights of the Laserfiche Software Assurance Plan include:

- ✓ Obtain 100% upgrade credit for existing software
- ✓ Hotline support through your authorized Laserfiche reseller solves problems promptly
- ✓ Free software updates maintain maximum performance
- ✓ Feature enhancements deliver increased productivity
- ✓ Benefit from 24-hour FTP access to drivers & update files
- ✓ Government agencies maintain eye-readability compliance
- ✓ Maintain maximum uptime to support compliance initiatives
- ✓ Stay current on the latest developments with monthly newsletters and tech updates
- ✓ Preventative maintenance with optional on-site support from your authorized Laserfiche reseller

For further information regarding the Laserfiche Software Assurance Plan, please visit

<http://www2.laserfiche.com/pdf/LSAP.pdf>



GCStreamline

Laserfiche Process Automation by General Code



As a result of our years of service supporting over 450 Laserfiche customers, we have developed a series of pre-configured solutions entitled GC Streamline which help control implementation cost. General Code also offers GC Streamline, a series of pre-developed, popular Business Process Automations.


General Code's newest innovation, *GCStreamline*, accelerates the implementation of key Business Process Automation concepts. This generates a faster return on investment in Document and Records Management processes within your organization.

With *GCStreamline*, you could enhance your return on investment and leverage your Laserfiche system to do more, while implementing it faster. We can create electronic forms, configure your work flow routing, and integrate with third-party software applications for departmental and enterprise-wide business processes. You'll do more with less, reduce employee stress, and realize cost-savings.

In response to workload pressures, and on-going expectations of mandate compliance, government entities are increasingly seeking technology solutions to redesign systems and processes. Transitioning from "paper required" to "paper on demand" is the leading reason our customers are working with us.

Over these last 17 years our Content Management Solutions team has developed a number of customer proven solutions common for use in municipal offices. We are now in the process of releasing these under the brand of *GCStreamline*. Current *GCStreamline* core solutions include:

- FOIA Process Automation
- Policy Compliance
- BS&A Integration
- GIS Integration
- Records Management (DoD 5015.2 Certified)
- Electronic Forms
- District Court – Civil Matters

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|  | <p>GCStreamline – Laserfiche Process Automation by General Code.</p> <ul style="list-style-type: none"> • Pre-developed business processes with accompanying database/SQL table in Laserfiche workflow • Designed from experience and development from recent solutions • Packaged to deliver faster business process solutions with only configuration adjustments based on an individual entity’s work procedures • With <i>GC Streamline</i>, you can enhance your return on investment and leverage your Laserfiche system to do more, while implementing it faster. We can create electronic forms, configure your workflow routing, and integrate with third-party software applications for departmental and enterprise-wide business processes. You’ll do more with less, reduce employee stress, and realize cost-savings. |
| <p>GCStreamline – Accounts Payable</p> | <p>When it comes to Accounts Payable, chasing down information and approvals can be costly. And every department has invoices and purchase orders that need to be submitted or processed. By automating A/P, the benefits will be felt across your whole organization. Increase productivity with paperless approval and payment processing. Automatically route invoices to multiple employees for review, approval and check processing. You can save thousands of dollars on postage, paper and storage costs alone.</p> |
| <p>GCStreamline – Board of Elections</p> | <p>Traditionally, completed petitions physically move from location to location for compliance review. As an automated process, each page is scanned, then digital images route through an electronic processing workflow that supports bipartisan review. Mandatory steps are automated, such as automatically generate letters with relevant information (election race, designated candidate and contact person filled in). The system assures that submissions are acted upon and that certifications and non-compliance notifications are posted on time.</p> |
| <p>GCStreamline – Case Prosecution</p> | <p>Prosecutors who use Laserfiche for their content management have distinct advantages. By simplifying daily business processes and streamlining litigation preparation, you’ll be more efficient. You’ll spend less time rummaging through boxes of documents. With Laserfiche, you’ll easily search through all of your materials digitally for the relevant information you need. It offers integration with third-party Case Management systems, electronic signatures, electronic Discovery via the web, and the ability to have all of your prosecutor trial folders on a tablet.</p> |
| <p>GCStreamline – Compliance Tracking</p> | <p>It’s likely that you need to track your employees’ professional certifications, licenses, training, acknowledgements, asset usage confirmations, or confidentiality statements. Increasing the efficiency and transparency of the Compliance Tracking process can save time across multiple departments and greatly improve the likelihood of full compliance with organizational, local and state regulations.</p> |

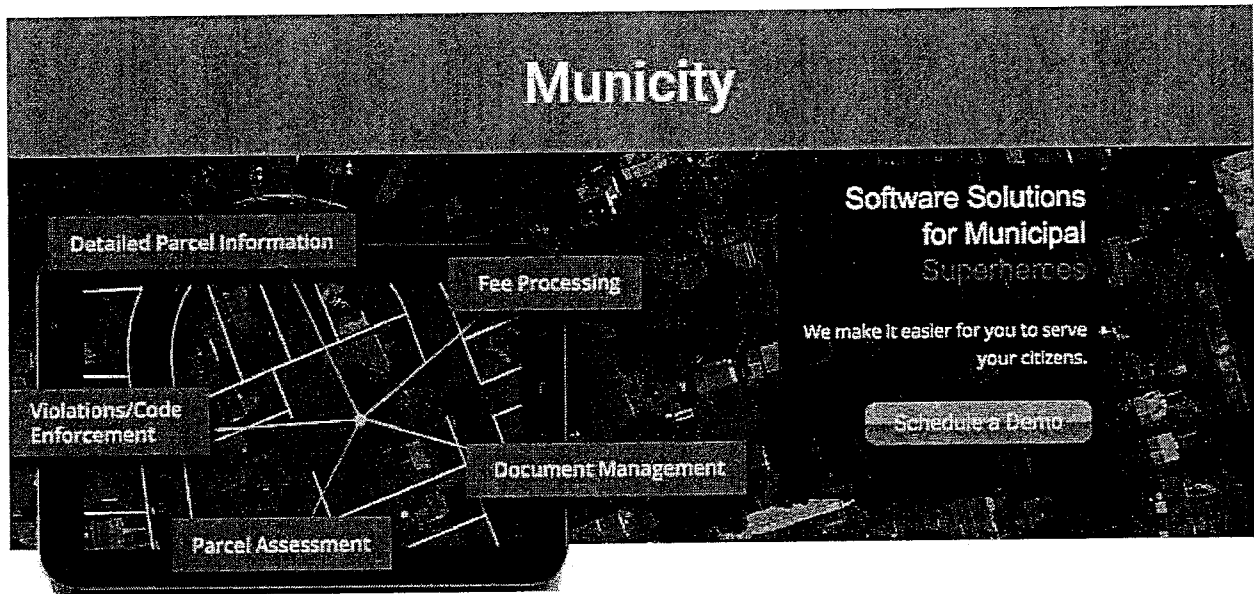
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| <i>GCStreamline –</i> Contract Management | Easily route a legal agreement through all of the necessary people and departments for review and approval. Having this process as a workflow allows everyone to know the current status of the contract and ensure that it is routed through everyone in the proper order. |
| <i>GCStreamline –</i> Courts | There is an increased demand for electronic access to court records, as well as e-filing in trial courts across the country. <i>GCStreamline</i> enhances compliance with court rules. It provides more effective and more efficient processes; better access to more accurate case information for the bench, the bar, the media, and the public; and greater job satisfaction for staff generated by a system that is easier to learn and operate. |
| <i>GCStreamline –</i> Freedom of Information Act Requests | Whether you refer to these as FOIA requests, Open Records laws, or another name, automation can help you save time and reduce the cost of responding to these requests. We can automate several aspects of FOIL request fulfillment while providing tracking and accountability. This frees up resources and makes it easier for the City to remain compliant with the law. |
| <i>GCStreamline –</i> Human Resources | Automate the processes involved in employee onboarding, open enrollment, job transfers and more. This will allow you to ensure crucial compliance with government and company policies regarding employee files. |
| <i>GCStreamline –</i> Transparent Records Management | Meet the needs of both records managers and general users. Easily manage multiple departments’ information requirements, different records series and retention schedules, and multiple software applications. Improve adherence to your records management plan. |

General Code also offers services including custom programming, additional on-site training, scanning services, on-site support, troubleshooting system integrations, additional installations or upgrades, as well as Business Process Automation development.

To learn more about *GCStreamline*, we invite you to view the following:

<http://cms.generalcode.com/gcstreamline/>



The Town of Ithaca installed Municipity in 2013, which is a Building, Planning and Zoning software. The beauty of Municipity is that it has a test integration with Laserfiche that General Code supports. Through Tompkins County's shared service Laserfiche project, the Town also utilizes Laserfiche for their electronic content management system. The Town is currently working with General Code to set up the integration between Laserfiche and Municipity so that Laserfiche can be the document repository for all records associated to each parcel in the Town. General Code is the only reseller of Municipity and has over 10 years' experience supporting and working with both Laserfiche and Municipity.

Municipity Overview

The mission of the General Code Content Management Division is to work closely with our government customers to improve constituent services that address mission critical objectives. General Code was founded in 1962 and has provided codification and information management services as well as access to key public information for over 50 years. We currently manage nearly 2,000 municipal government code of ordinances both in paper and in electronic form on the Web. All of the electronic codes are maintained and supported in an Amazon Cloud environment. In 1999, General Code launched its Content Management Division to help our Municipal Government customers manage its non-code related data and information. The result has grown into nearly 400 customers who are using our software solutions and services to manage millions of government records and provide access for knowledge workers as well as residents.

General Code offers integrated solutions to manage key processes focused around the local Government's efforts to manage physical properties within a municipality as well as all of the related parcel information including electronic data and all records related to the property. Municipity® Building/Planning/Zoning software provides the web-based framework for managing all critical aspects of the permitting, code enforcement, planning, zoning and reporting functions required by nearly 200 local governments in the United States.

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We have partnered with Software Consulting Associates, Inc. (“SCA”), creators of the Muncity suite of products. SCA currently serves over 250 municipal government clients in six states. SCA's intuitive software solutions help municipalities across the country run more efficiently.

Since 1983, SCA has been serving municipal clients with high quality software and the industry's leading service. SCA utilizes the latest programming techniques and tools to create software that is intuitive and easy to use while allowing for integration with a variety of third party products such as Microsoft Office, Apex, Laserfiche, and ESRI.

With combined experience assisting and listening to municipal clients, General Code and SCA have gained a deep functional understanding of the inner workings of local governments. Combining our expertise in the public sector with cutting edge technology, we provide our clients with innovative and intuitive solutions to everyday problems at a cost they can afford. General Code's Content Management Division currently employs 18 staff including technical solution engineers, project managers, and helpdesk support technicians who support our broad customer base.

The Muncity software suite is a set of software products that work together to provide your municipality with the best functionality that serves the needs of each user and usage environment. At the core of the system is a Muncity SQL (Microsoft SQL 2008 or above) database that contains all your municipal data, such as parcels, owners, building permits, violations, variances, fees, etc. All of the modules of Muncity access and update this database in real-time so there is no synchronizing required or lag time between activities. Muncity Enterprise provides the most comprehensive set of features for an office environment including processing of most building department activities, data and document retrieval, and Microsoft Office integration. Muncity 5 is the web-based interface for Muncity which provides users access to all Muncity data anywhere with an Internet connection, as well as some enhanced functionality like advanced analytics and reporting. Muncity 5 also includes advanced GIS capabilities that enable you to visualize all your parcel data, permits, complaints, inspections, etc. via a geographical (map) interface. Muncity Mobile combines the ease of use of a tablet or smart phone with the power and functionality of Muncity. Users can complete inspections, issues stop work order or violations, take photos, or just access any Muncity data necessary to be as productive as possible in the field. Finally, the Muncity Citizen module allows the municipality to extend the information from the Muncity database to a public web-site, reducing calls and foot traffic into the office. Optionally the Muncity Connect Citizen Portal module can be utilized to accept on-line permit application and allow users, via a log-in, to track the status of their applications and permits.

To learn more about *Muncity*, we invite you to view our website: <http://cms.generalcode.com/muncity/>

Integrations

The County has many lines-of-business applications it would like to integrate with its Enterprise Content Management system. Laserfiche provides a number of ways to integration with external software and line-of-business applications:

Embedded Integration Capabilities:

- Built-In Microsoft office integrations: Laserfiche is a certified gold partner with Microsoft, fully integrated into the Office suite, including SharePoint.
- Built-In ODBC compatibility built into the Laserfiche products provide out-of-the-box capabilities that allow data to be sent and retrieved from ODBC databases, including SQL Server 2008 R2. This functionality is built into eForms, Workflow, Quick Fields, and Template Fields.
- Laserfiche Web Access: the full read-write Laserfiche Client is URL driven, so issuing searches or bringing up a document through the Web interface is as simple as linking the particular application to the Web server with the correct URL.

Specific Integration Tools:

- Laserfiche Connector providing simple drag-and-drop integrations using screen scraping technology.
- Laserfiche Toolkit and API for highly customized, programmed, integration solutions.

Laserfiche Connector:

This is a simple, code-free way to integrate other applications with Laserfiche. The Laserfiche Connector allows the user to search for documents in Laserfiche or scan documents into Laserfiche based on field values in their primary Web-based or Windows desktop application, such as an ERP or CRM system.

At a basic level, Laserfiche Connector allows you to:

- Search the repository based on fields from primary applications such as CRM and ERP systems
- Scan a page, automatically populate metadata and store it in Laserfiche—directly from your primary application.
- Connect two applications by allowing one of them to start the other (including the ability to pass parameters between them).
- Choose whether the actions above are triggered from a keyboard shortcut, a button embedded in the application or both.

Laserfiche Connector uses tokens to perform searches and populate metadata. This means that once you set up a search, you don't have to manually type any search terms. Instead, the tokens will tell Laserfiche Connector what information to pull and locate.

Laserfiche Connector can also save information from a page in Laserfiche. It will automatically launch Laserfiche Scanning, populate metadata based on the page you are viewing and store the new document in the right folder.

Laserfiche Connector can generally capture information from the following types of applications:

- HTML web applications opened with:
 - Internet Explorer (versions 9, 10, or 11)
 - Firefox (latest version)
 - Chrome (latest version)
 - Microsoft Edge
- Windows forms
- Windows Presentation Foundation (WPF)
- .NET
- Delphi
- Visual C++
- Microsoft Foundation Classes (MFC)
- Java Swing (JRE versions 6 update 21, 7, or 8)
- Silverlight*
- Adobe AIR*

*Supported if the application is compiled with an accessibility support flag.

Note: Some additional configuration may be required for using Laserfiche Connector with Internet Explorer, Chrome, and Java-based applications. Learn more.

Specific Confirmed Applications

- Accela
- BS&A
- Gmail
- Junxure version 9.2
- Microsoft Dynamics CRM versions 2011 and 2013
- Navision
- Office 2007
- Office365
- PeopleSoft
- Salesforce version 15
- Aptify version 5.5.3.1
- Beacon (tax software)
- Banner version 8.6
- Banyon
- ConneX through Travelliance
- Datatel Colleague version 4.4
- Image Mate Online version 14.10
- Jack Henry 2014
- Jenzabar CX 8.1
- JD Edwards
- Microsoft Dynamics NAV 2009 R2 version 6.0
- Muncity
- Munis version 11.1
- PeopleSoft version 9.1
- QuickBooks Pro 2013
- QuickBooks Enterprise Solutions 2014
- Sage ERP Accpac 100 version 6.0A
- SmartOffice by Ebix
- Sugar CRM version 7.7.1.0 Build 360 (accessed using Chrome)
- SunGard Public Sector's FinancePLUS 5.0
- Synapsys version 2014.1.30
- Tenmast version 2.0.1.3
- TimeShareWare
- Tyler/New World Systems
- Utility Power Net by SEDC version 6.0.2
- Virtual Properties

Applications not supported

- Remote terminal clients
- Flash
- Consoles
- iFrames from a different source than the web page

Scanning Services

General Code has worked in partnership with scanning vendors for several years. Over this time, our partnerships have allowed us to offer our customers a complete outsourced document scanning solution with the highest level of quality at wholesale prices. Through these partnerships, we have performed services related to the scanning and indexing of municipal documents and uploading into Laserfiche on tens of millions of documents for many different customers and have developed streamlined processes to ensure maximum efficiencies, coordination, and superior quality are provided to our customers.

The proven experience of General Code and its scanning partnerships will provide the City with the highest quality, best methodology and affordable pricing that can successfully manage and perform each stage of your scanning project in the required timeframe.

To learn more about General Code, CMS, LLC, we invite you to view our website:
<http://cms.generalcode.com/>

Codification Services

At General Code we strive to craft your Code, in a way that reflects what makes your municipality unique. We work with you to create a highly-accurate and enforceable Code that clearly articulates the framework of laws that enable everyone in your community to live and work safely, productively and with mutual respect.

Need a Code?

Starting your Code from scratch? It's not as daunting an experience as you might imagine. Our team of experienced attorneys and legal editors handle much of the heavy lifting for you from background research, to the organization and legal review of documents, through publishing, delivery and adoption of your final Code. Since 1961, we are proud to have published more than 3,000 Codes for municipalities in 30 States plus Canada.

Need to Update Your Code?

Your Code is a living document that evolves with your municipality. Keeping it clear, current and enforceable is essential, but it can also present some challenges. Over the course of time, for example, you might come across laws on your books that are obsolete or that were written in a way that does not reflect current language or culture. Or maybe you've discovered that you don't have adequate resources to consistently keep your Code up to date as new legislation is adopted or current laws are amended or repealed. At General Code, we have the experts and experience to take these issues off your plate and handle them for you whether it is bringing your Code up to speed through our supplementation process or by giving it an entirely fresh start through recodification. Our goal is to give you a Code you can count on that's reliable and enforceable for you and your constituents.

Need a Legal Review of Your Code?

An Editorial and Legal Analysis by our skilled attorneys and legal editors can provide you with valuable information that can help revise and improve your Code. We work with you to ensure your Code is always enforceable while reflecting community needs, complying with State statutes and protecting revenue. For example, a review of fines and penalties may point out inconsistencies, allowing you to make corrections for more accurate and efficient enforcement of fee collection. Our comments and recommendations are presented in an easy-to-review format to help you weigh the scope and urgency of which legislation needs to be updated and what resources will be needed to make those updates happen.

Electronic Code Options (eCode 360®)

Our eCode360 platform is the gold standard for online Code access. In fact, it was the first online platform to be specifically designed to house codified laws and municipal information.

The eCode360 platform was built by our own in-house team of software engineers; experts who understand the importance and value of simplifying how local governments and their constituents access and use Code information. eCode360's intuitive design, responsive navigation, and robust search functionality drive performance and user satisfaction, generating an impressive 71,000 users a day while boasting an incredible uptime average of 99.9%.

To learn more about General Code's Codification Services, we invite you to view the following:

<http://www.generalcode.com/>

Scanning Services

General Code has worked in partnership with scanning vendors for several years. Over this time, our partnerships have allowed us to offer our customers a complete outsourced document scanning solution with the highest level of quality at wholesale prices. Through these partnerships, we have performed services related to the scanning and indexing of municipal documents and uploading into Laserfiche on tens of millions of documents for many different customers and have developed streamlined processes to ensure maximum efficiencies, coordination, and superior quality are provided to our customers.

The proven experience of General Code and its scanning partnerships will provide the City with the highest quality, best methodology and affordable pricing that can successfully manage and perform each stage of your scanning project in the required timeframe.

To learn more about General Code, CMS, LLC, we invite you to view the following:

Customer Testimonials: <http://cms.generalcode.com/>

Case Studies: <http://cms.generalcode.com/cs/>

APPENDIX A: GENERAL CODE 2019 SERVICES AND SOFTWARE PRICING


SERVICE PRICING:

General Code's services fees, which will be held for 36 months after award of the services contract, are set forth below. The number of hours/days required for various projects will obviously vary, and the scope of work for each project (determined through collaboration between the County and General Code after initial requirements analysis) will be outlined and pricing provided at that time.

- On-site work (all-inclusive pricing; no additional travel expenses), visits: \$1,950 per "person day". (e.g., one person for a day = \$1,950; 2 people for 1 day = \$3,900.)
- Off-site work done at General Code Offices: \$1,250 per "person day".
- Per hour work: \$150/hour.

LASERFICHE SOFTWARE PRICING:

General Code's charges to the County for the Laserfiche software licensing and LSAP (support and maintenance program) will be at General Code's prevailing pricing schedule for these items at such time as the County authorizes purchase of the items. General Code does not anticipate changes in these prices unless increases are established by the software developer (Compulink Laserfiche), in which case General Code shall advise the County of any applicable price increases.

|  | | | | | |
|---|--------|-------|---------|-----------------------|-------------------------|
| Product Description | | | Code | Software Price (Each) | Basic LSAP Price (Each) |
| Laserfiche Rio Named Full Users (1) (2) | 25 | users | ENFPL25 | \$872 | \$174.42 |
| | 50 | users | ENFPL50 | \$807 | \$161.82 |
| | 100 | users | ENF01 | \$678 | \$135.66 |
| | 200 | users | ENF02 | \$581 | \$116.28 |
| | 500 | users | ENF05 | \$485 | \$96.90 |
| | 1,000 | users | ENF10 | \$388 | \$77.52 |
| | 1,500 | users | ENF15 | \$339 | \$67.83 |
| | 2,000 | users | ENF20 | \$291 | \$58.14 |
| | 3,000 | users | ENF30 | \$252 | \$50.39 |
| | 4,000 | users | ENF40 | \$223 | \$44.57 |
| | 5,000 | users | ENF50 | \$194 | \$38.76 |
| | 6,000 | users | ENF60 | \$184 | \$36.82 |
| | 7,000 | users | ENF70 | \$174 | \$34.88 |
| | 8,000 | users | ENF80 | \$165 | \$32.95 |
| | 9,000 | users | ENF90 | \$155 | \$31.01 |
| | 10,000 | users | ENF100 | \$145 | \$29.07 |
| | 20,000 | users | ENF200 | \$131 | \$26.16 |
| | 30,000 | users | ENF300 | \$116 | \$23.26 |
| | 40,000 | users | ENF400 | \$107 | \$21.32 |
| | 50,000 | users | ENF500 | \$97 | \$19.38 |

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| Laserfiche Rio Named Retrieval Users (3) | 200 | users | ENR2 | \$194 | \$38.76 |
| | 1,000 | users | ENR10 | \$97 | \$19.38 |
| | 10,000 | users | ENR100 | \$37 | \$7.75 |
| | 20,000 | users | ENR200 | \$33 | \$6.78 |
| | 50,000 | users | ENR500 | \$24 | \$4.85 |
| | | | | | |
| Laserfiche Pilot Public Portal license | | | PPM25 | \$24,225 | \$4,845.00 |
| Includes Laserfiche WebLink and 25 WebLink-only retrieval connections | | | | | |
| Laserfiche Public Portal license (4) | | | PPX | \$43,605 | \$8,721.00 |
| Includes Laserfiche WebLink and unlimited WebLink-only retrieval connections per processor | | | | | |
| Laserfiche Public Portal license for dual CPU machine (4) | | | PPX2 | \$48,450 | \$9,690.00 |
| Laserfiche Public Portal license for multiprocessor machine (4) | | | PPMX | \$72,675 | \$14,535.00 |
| | | | | | |
| Percentage Add-Ons | | | | | |
| Laserfiche Records Management Edition (5) | | | ERM | 10% add-on to all named full and retrieval users | 10% add-on to all full named users |
| Laserfiche Oracle Server Support | | | EOS | 10% add-on to all named full and retrieval users | 10% add-on to all full named users |
| Laserfiche Forms - For Laserfiche Full Named Users only. | EFRM | 10% add-on to all named full users | | | 10% add-on to all full named users |

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| | | | | | |
|--|-------|-------|-------------|-----------------------------------|-----------------------------------|
| Laserfiche Forms Portal Add-on (6) | | | EPFRM | \$7,747 | \$1,549 |
| Allows anonymous form submission from unlicensed (public) users. | | | | | |
| Laserfiche Forms Authenticated Participants | <49 | users | EAFRM001 | \$194 | \$39 |
| | 50 | users | EAFRM005 | \$136 | \$27 |
| | 200 | users | EAFRM02 | \$96 | \$19 |
| | 500 | users | EAFRM05 | \$68 | \$14 |
| | 1,000 | users | EAFRM10 | \$54 | \$11 |
| | 2,000 | users | EAFRM20 | \$37 | \$8 |
| | 3,000 | users | EAFRM30 | \$31 | \$6 |
| | 5,000 | users | EAFRM50 | \$25 | \$5 |
| Laserfiche Connector | | | ECNC | 5% add on to all named full users | 5% add on to all named full users |
| | | | | | |
| Desktop-Based Add-Ons | | | | | |
| These applications are licensed per desktop; you will need one copy of the software for each computer on which it will be installed. | | | | | |
| Product Description | | | Code | Software Price (Each) | Basic LSAP Price |
| Capture Tools | | | | | |
| Laserfiche Quick Fields | | | QC5 | \$577 | \$116.28 |
| Laserfiche Quick Fields Basic | | | QC4 | \$2,423 | \$484.50 |
| Quick Fields and Validation packages for Bar Code and Real-Time Lookup | | | | | |
| Laserfiche Quick Fields Core | | | QC1 | \$4,845 | \$969.00 |
| Quick Fields, Quick Fields Scripting Kit | | | | | |

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| | | | | |
|---|-------|----------|------------|--|
| and Validation packages for Bar Code, Real-Time Lookup and Zone OCR | | | | |
| Laserfiche Quick Fields Classify | QC2 | \$7,268 | \$1,453.50 | |
| Quick Fields Core package plus Document Classification | | | | |
| Laserfiche Quick Fields Context | QC3 | \$9,690 | \$1,938.00 | |
| Quick Fields Core package plus Forms Alignment, Forms Identification, Forms Extractor, Optical Mark Recognition and Auto Stamp/Redaction/Bates Num. | | | | |
| Laserfiche Quick Fields Complete (All of the above) | QCX | \$14,535 | \$2,907.00 | |
| Laserfiche Quick Fields Agent | QFA | \$9,690 | \$1,938.00 | |
| Laserfiche Auto Stamp/Redaction/Bates Num. (upgrades only) | QC6 | \$485 | \$96.90 | |
| Laserfiche Document Classification (upgrades only) | QC9 | \$4,845 | \$969.00 | |
| Laserfiche Import Agent | IA | \$1,454 | \$290.70 | |
| Laserfiche ScanConnect | SC01 | \$160 | \$31.98 | |
| Laserfiche ScanConnect 5-pack | SC05 | \$640 | \$127.91 | |
| Laserfiche ScanConnect 10-pack | SC10 | \$887 | \$177.33 | |
| Digital Archiving and Publishing | | | | |
| Laserfiche Plus for Digital Archiving (up to 5 seats, internal business use only) | PLUS1 | \$9,690 | \$1,938.00 | |
| Laserfiche Plus for Publishing (royalty-free distribution of published media (8)) | PLUS2 | \$3,682 | \$1,550.40 | |

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| Server-Based Add-Ons | | | | | |
|---|--|--|-------------|------------------------------|-------------------------|
| These applications are installed on a server and available to some or all users client-side. You must buy one copy of the software for each server on which you wish to install it. | | | | | |
| Product Description | | | Code | Software Price (Each) | Basic LSAP Price |
| Agenda Manager | | | | | |
| Laserfiche Enterprise Agenda Manager (10 Meeting Types) | | | EAM | \$24,225 | \$4,845.00 |
| Laserfiche Enterprise Agenda Manager (50 Meeting Types) | | | EAM50 | \$33,915 | \$6,783.00 |
| Integration Tools | | | | | |
| Laserfiche SDK | | | TK | \$2,423 | \$726.75 |

Pricing Notes

NOTE: A minimum of one year LSAP must be purchased with each new system. When new users or software are added to the system, LSAP should be adjusted so that all components of the system have the same renewal date.

NOTE: Volume discounts for additional users are based on the total size of the system. Thus someone adding 200 users to a 300-user system would receive the 500-user discount on the new purchase. Users must have current LSAP to take advantage of volume

- (1) Named User pricing includes the following features:

 - Unlimited Laserfiche Servers
 - Workflow
 - Web Access (including Lf Mobile, Web Access Light and the SharePoint Integration)
 - Advanced Audit Trail with Watermark feature
 - Web Administration Console *requires Server 8.3 or later
 - Digital Signatures *requires Server 8.3 or later
 - Snapshot
 - E-mail
- (2) Rio Licensing is enforced by the Rio License Manager, a tool included with each Rio system.
- (3) Named Retrieval Users have read-only access to Rio servers. Initial purchase has a minimum of 200 users.
- (4) Unlimited Public Portal includes WebLink and WebLink-only unlimited retrieval connections per processor. Public Portal licenses provide read-only access only through Laserfiche WebLink. Any physical server or virtual machine using a Unlimited Public Portal license must have a number of licenses equal to the number of processors on the Laserfiche Server.
- (5) Laserfiche Records Management Edition is DoD 5015.2 certified. For our certified system configuration, please visit <http://jlitc.fhu.disa.mil/cgi/rma/reg.aspx>
- (6) Laserfiche Forms Portal Add-on requires the purchase of Laserfiche Forms and is licensed per server.
- (7) Laserfiche Forms Enterprise Portal Add-on requires the purchase of Laserfiche Forms and is licensed per Laserfiche Rio system.
- (8) Laserfiche Plus for Publishing allows royalty-free distribution of published CDs, provided they are distributed free of charge. Please see the license agreement for further details.

APPENDIX B: SAMPLE COPY OF STANDARD CONTRACT

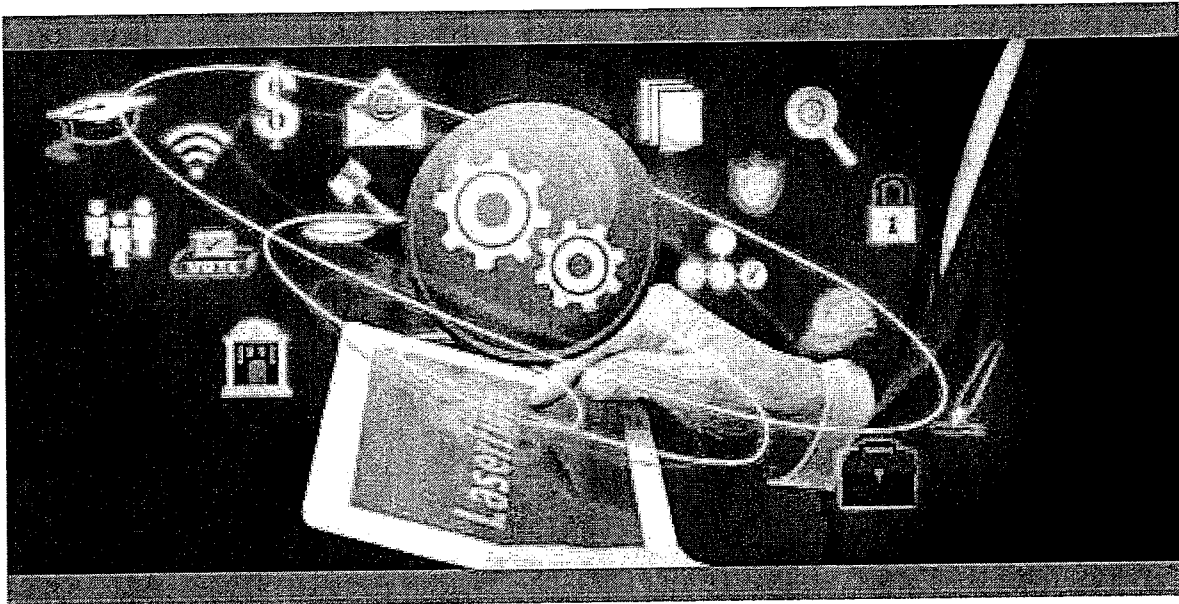
MUNICIPALITY NAME, STATE

_____ County

Enterprise Content Management System

Proposal Date _____

Valid for 3 months



Liz Mistretta

Solutions Account Executive

585-705-7412

LMistretta@generalcode.com

781 Elm Grove Road

Rochester, NY 14624



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INTRODUCTION

SITUATION ANALYSIS

Insert situation analysis here.

RECOMMENDED SOLUTION

Insert recommended solution here.

ABOUT GENERAL CODE

General Code provides a variety of information management solutions to more than 2,700 local governments, educational and commercial organizations throughout the United States. We set the standard for improving document management processes and are on the cutting edge of technology, providing new and reliable tools to our customers to better serve their clients. We pride ourselves in our level of experience, our technical knowledge in the industry and our focus on the customer.

General Code is a top 5 government reseller of Laserfiche in the United States, offering more than 14 years of experience, coupled with an industry-leading service, integration, training and helpdesk team.

With Laserfiche at the center of your Enterprise Content Management Solution, you get what nearly 30,000 other public and private organizations are already getting – the most powerful combination of electronic capture, storage and business process automation tools available today. We selected Laserfiche as our technology platform because of its open architecture, integration capabilities and the capacity to scale up as your demand for information sharing and access grows.

Every system designed and implemented by General Code fits your specific needs and requirements. Configuration of your Enterprise Content Management Solution to your situation reduces the time and additional resources required to “adjust” or “optimize” a one-dimensional system.

As a values-based company we adhere to the principles outlined in our “General Code.” These guides for conduct are integral to building a comprehensive content management solution – one that leverages our 50+ years of service to public organizations and governments of all sizes.

Elements of our “code”:

Digital information must be designed and implemented in ways that support the success of the entire organization.

Our content management solutions must run on a platform that we believe in.

The quality of our service and support determines the ultimate value of the solution we develop.

Our content management solutions are based on the practical—if there is a better way to do something we will design and implement it.

RECOMMENDED SOLUTION – LASERFICHE RIO

Laserfiche Rio combines comprehensive Enterprise Content Management (ECM) functionality with powerful business process management (BPM), security and auditing tools. Laserfiche Rio provides a solid ECM infrastructure that:

- Manages your content.
- Grants the IT Department central control over standards, security and auditing.
- Gives individual departments flexibility to customize their filing structures, views and workflows

Laserfiche Rio integrates with your existing IT portfolio supporting intelligent decision making enterprise-wide.

With a fundamental design structure engineered to meet the needs of the IT Department, Laserfiche Rio is designed to be easy to purchase, easy to deploy, easy to support and easy to extend.

The Laserfiche Rio system includes:

- A **licensing server** to produce system licenses as you determine system topology based on your specific needs.
- Unlimited **Laserfiche content servers** that provide document imaging, document management and records management functionality as part of the core architecture – not through separate modules that are stacked together.
- A fully functional, **true thin-client interface** that does not require any software to be installed, maintained or updated at the workstation level.
- The **Laserfiche Workflow system**, capable of automating business processes in high volume transactional environments, as well as customizing the way the system reacts to user input.
- A built-in **auditing solution** for security and compliance.
- **Production-level document capture and processing**, including a variety of image enhancements, data extraction and processing tools to automate document identification, indexing, classification and filing.
- Fully customizable, optional read-only **Web portals**.

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Laserfiche Rio was developed specifically to meet the needs of organizations that view ECM technology as a foundational component of their technical infrastructure.

With bundled functionality, unlimited content servers and its own licensing server, Laserfiche Rio provides with unmatched deployment flexibility:

- **Scale easily to full enterprise deployment.** Named user licenses with volume discounts simplify the procurement process, eliminating long requisitions and making budgeting for an enterprise deployment must easier.
- **Integrate with your existing IT portfolio.** As an open platform, Laserfiche Rio facilitates and encourages integration with line-of-business and legacy applications to solve transactional document problems and provide a rapid ROI.
- **Extend local flexibility.** No ECM system will offer centralized control over content if it isn't used. Laserfiche Rio is designed to provide centralization and standardization without compromising the flexibility and customization of information delivery required for defined business applications.
- **Configure, don't customize.** Configuration of Laserfiche Rio's standardized solutions leverage existing administration platforms—including Microsoft skill sets—and offer a lower total cost of ownership.
- **Maintain control over your ECM environment.** Support for virtualization, mirroring, test, development and other environments without the need to purchase additional software licenses puts you in complete control of system topology, high availability and recovery.
- **Grow with your organization.** Because needs change, Laserfiche Rio maintains flexibility to change system attributes even after release to production. Changes are made with the same intuitive tools used for initial configuration.

PRELIMINARY DOCUMENT MANAGEMENT PROJECT PLAN

- I. Upon completion of contract signing, the Project Manager will call you to review the Project Plan and discuss the following:
 - Designate a main contact for the project
 - Discuss the proposed schedule and set dates
 - Determine any necessary hardware purchase, installation or configuration that must take place prior to the system installation and schedule completion of that work
 - Confirm availability of required personnel, equipment and facilities
 - Address any outstanding questions, concerns or issues

- II. The Initial Design and System Implementation Phase will include the following:
 - Installation and configuration of the main server components
 - Installation and configuration of the named user licenses, including Laserfiche client software, Snapshot Plug-In and the E-mail functionality, and also includes scanner configuration and testing.
 - Complete system testing of all installed components
 - A file structure review and creation of a hierarchical tree structure designed to maximize efficient use of the document management system
 - Discussion of file-naming conventions to be used in the document management system
 - Establishment of an initial set of Templates (electronic index cards)
 - Configuration of users, groups, and user rights
 - Training for users
 - Administrator training for up to two (2) people who will be responsible for administration of the system

INVESTMENT DETAIL & OPTIONS

INSERT BASE PRICE SHEET HERE

INSERT OPTIONAL COMPONENTS HERE

Anticipated annual LSAP fees after the included 1st year for the above configuration: \$_____.

Automated Workflow Module and Electronic Forms (software) is included with Laserfiche Rio. If/when the client wishes to implement Automated Workflow and Electronic Forms, there will be additional development, configuration and training time required. We will be happy to assess any Workflow implementation desires with you and provide any relevant fees at your request. (Fees will be based on the number and complexity of the desired workflows to be implemented.) These additional service fees would not apply until you are ready to implement this component.

Remote Services include but are not necessarily limited to the following services: software order processing; project management; software implementation such as modification of server to reflect new license levels; installation or modification of server; client or scanning software; installation and/or configuration of add-on products, such as WebLink, Quick Fields or Workflow and configuration of hardware, such as scanners.

1. Adjustments to Performance Schedule; Rescheduling.

Adjustments to Schedule. Upon the mutual consent of the County and General Code, the “Performance Schedule” may be changed or extended as outlined below.

Rescheduling. The County must notify General Code, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables. Such notification must identify the reason for the delay, as well as the anticipated period of delay.

Travel-related penalties incurred by General Code due to a change in the Installation / Training schedule by the County may be charged directly to the County unless the delay is a result of a state of emergency.

2. Contract Cancellation Policy.

If the County chooses to cancel this contract, it must do so in writing. The County will be billed for the following contract-related expenses incurred and services provided up to the receipt of written contract cancellation, including:

- Any and all travel-related expenses incurred by General Code,
- Any and all consultation, installation and training services performed by General Code,
- Any and all software-related expenses incurred by General Code as per the Laserfiche Software Return Policy.

3. **Laserfiche Software Return Policy:**

- Unopened and not activated products can be returned within 30 days from the date of purchase at no charge.*
- Unopened and not activated products returned between 31 days to 120 days from the date of purchase will incur a 15% restocking fee on the original purchase price.*
- There is no return of products over 120 days from the date of purchase.
- There is no return of products that have been opened or activated.

**Return Credit, less applicable charges, will only be given after Laserfiche receives a letter of confirmation that the software was not opened or activated.*

APPENDIX B – DESCRIPTION OF RECOMMENDED COMPONENTS

INSERT RECOMMENDED COMPONENTS HERE

APPENDIX C - INSTALLATION, TRAINING AND SUPPORT

Pre-Installation Teleconference and Technical Review

Prior to the on-site installation and training, one of General Code’s technicians will work with your technical staff or consultant to review the hardware and other technical requirements and ensure that all hardware is ready for the installation. We will also work with your designated contact person to establish the agenda for the on-site days.

Customized, Hands-On Training

General Code provides practical hands-on training sessions to ensure that your users keep pace with “best practices” and that your Laserfiche system continues to provide your organization with the maximum efficiencies possible. Our training experts will come on-site to your facility and provide thorough training for your staff with manuals customized to your specific system and needs. Whether you are a new Laserfiche user or an existing user seeking refresher training, we pride ourselves on maintaining a team of trainers who can relate to users at any level of expertise.

Our standard Laserfiche user training covers the basic functions of the program and provides you with the necessary skills to put the system into immediate use. Based on the file organization and file naming structures that were determined by your organization, the training covers input, search and manipulation features using your documents to address file-organization and file-naming structures

Administrator Training covers the system administrative functions and typically takes place throughout the on-site sessions, as appropriate.

Support and Maintenance

With the purchase of a Laserfiche System, the customer will also have the Laserfiche Software Assurance Plan (“LSAP”) – support and maintenance agreement. LSAP is renewable on an annual basis and was created to deliver critical program updates and provide ongoing technical support for your Laserfiche ECM. With LSAP, you will always be confident that you are receiving the very best performance and quality possible.

Technical Support

“Technical Support” covers all questions that might arise with your Laserfiche system should a technical issue arise. Technical Support covers the installation of software patches and minor upgrades, as appropriate.

The first line of technical support is via telephone, using our toll-free number (800-836-8834) or via e-mail at lfsupport@generalcode.com. Many clients who call or e-mail General Code’s Laserfiche support desk are connected immediately with a technician who is able to discuss your issue with you at that time. However, should all helpdesk technicians be engaged with other clients at that time, they will return your call/e-mail as soon as they are available. With Basic LSAP service, technical support requests not immediately addressed are guaranteed to be acknowledged within 8 business hours. However, we find that the majority of call-back times are within two hours.

When you contact us with a technical issue, General Code's support technician will discuss the situation with you. If there are more detailed diagnostics needed, the technician will log into your system remotely, using the Internet. In this way, the technician can see what the user is seeing, do diagnostics, and generally remedy the situation remotely during this initial contact. In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you. You will also receive a Case number for future reference.

All technical support issues (along with their resolution or current status) are logged into General Code's support database, and the current status of any open work order is available to you at any time during normal business hours by calling General Code's helpdesk and providing your Case number. This log also enables all of our support technicians to know the history of your system, providing consistency and efficiency in our services to you.

By providing remote diagnostics and remediation to our customers, we can provide you with quick resolution of your issues to keep you up and running. General Code's helpdesk receives accolades from our clients constantly for the quality and timeliness of their assistance, as well as for their "user friendly" personalities.

Software Patches and Upgrades:

In addition to receiving technical support, customers with a current LSAP contract will receive **critical program updates within the current version of Laserfiche**. This is extremely important because Laserfiche document-imaging systems are continuously improved to be even more powerful and efficient. You will receive routine system updates released by the manufacturer after a period of additional General Code in-house testing, as applicable. These patches and software upgrades are available for download at our FTP site. Customers are given the option of applying the patches themselves or having one of our Laserfiche technicians apply the patch remotely.

There is no additional cost for the installation of minor software updates or patches (typically called 'point releases'). Major software updates (typically called 'version releases') may have associated service charges to install, upgrade, or to migrate your Laserfiche software to the new major release level. Related training on new functionality of the upgraded software may also have associated service charges. Any additional charges will be outlined and quoted to you in advance.

LASERFICHE OFF-HOURS SYSTEMS UPGRADES:

At times it is a requirement that Laserfiche systems upgrades are done during off hours or over the weekend to minimize operational interruptions. General Code is happy to work with our customers to accommodate these requirements. With changes in the law regarding payment of overtime for non-exempt helpdesk staff that are involved in doing work after hours or over the weekend, they must be paid overtime. General Code is going to begin charging a nominal fee for the off-hours work to cover this new expense. The charge will not exceed \$500.00 for the time involved.

APPENDIX D - REFERENCES

The following references are current General Code clients who have completed similar projects. Please feel free to contact anyone on the list.

Client Name, State
Name, Title
Contact Phone Number

Client Name, State
Name, Title
Contact Phone Number

Client Name, State
Name, Title
Contact Phone Number

Client Name, State
Name, Title
Contact Phone Number

APPENDIX C: GENERAL CODE TERMS AND CONDITIONS

GENERAL CODE, CMS, LLC. CONTENT MANAGEMENT SOLUTIONS

These Terms and Conditions, together with General Code, CMS, LLC's Proposal (the "Proposal") constitute a legal agreement between the Client/Licensee (Client) and General Code, CMS, LLC (General Code)

1. Definitions.

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below. Additional terms are defined throughout these Terms and Conditions.

- A. "Client Content" means any data, information, files, images, text or other content that may be provided by Client or its authorized users for use in conjunction with the Software or Services.
- B. "Services" means the services provided by General Code or its vendors pursuant to this agreement.
- C. "Software" means the software product or products delivered to Client pursuant to this agreement.

2. Responsibility of General Code.

General Code shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." General Code shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the Client. Regardless of the Client's acceptance of completed materials when delivered, General Code shall correct errors found either by the Client or General Code. See "Warranties; Limitations" for General Code's liability for all services.

3. Responsibility of Client.

The Client shall be responsible for the correctness and accuracy of the information it supplies to General Code, for providing General Code with timely decisions and answers to questions raised by General Code, for inclusion of sufficient funds in the budget to pay General Code for services, and for the prompt payment of invoices. Client is responsible for maintaining its user desktops and providing users network access to the Software. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. General Code shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Internet to access the Software. Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Client site and Software. Client shall provide accurate input information in the manner reasonably prescribed by General Code in connection with the Software and Services provided under these Terms and Conditions. Client shall advise General Code of any changes to Client's operations, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall be responsible for establishing any merchant accounts necessary for credit card transactions, if applicable. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses. The Software or Services may contain links to other Internet sites owned by third parties. Client's use of each of those sites is subject to the conditions, if any, that each of those sites have posted. General Code has no control over those sites, and General Code and its suppliers are not responsible for any use of such sites or content on them.

4. Protection of Confidential Information.

During the time this agreement is in effect, both the Client and General Code may have access to or receive information that is of a confidential nature. This information may include data relating to client information, products, product development, designs, processes, systems, computer software, computer hardware, methods of production, costs, pricing, finances, sales or marketing plans, customers, business partners, vendors, vendor prospects, employees and municipal records and data. All such information, including any materials embodying such information, whether disclosed orally or otherwise and whether or not marked "Confidential" or "Proprietary," will be considered by officials of the Client and by General Code and General Code's employees as proprietary and confidential. Both the Client and General Code will use reasonable efforts to protect the confidentiality of the other's Confidential Information but in no case less than the same efforts as it uses to protect its own confidential information, and will not use any Confidential Information of the other for any purpose other than fulfilling its obligations under this agreement.

5. Adjustments to Performance Schedule; Delays.

- A. Adjustments to Schedule. Upon the mutual consent of the Client and General Code, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
- B. Delays. Client must notify General Code, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables. Such notification must identify the reason for the delay, as well as the anticipated period of delay. General Code may require a payment of 50% of the balance due under the contract for any delay on Client's part.
- C. Unauthorized Delays. In the event of any unauthorized delay on the part of the Client, General Code may impose delay charges upon providing notice thereof to the Client. An "unauthorized delay" shall mean any delay not authorized by both General Code and the Client.

6. Variations from Standard Methods or Procedures.

Variations from General Code's standard methods and procedures must be requested by the Client, in writing, specifying the exact nature of the desired variations. General Code will accommodate such variations wherever possible, with any additional charges for such variations, as determined by General Code and approved by the Client, to be paid by the Client.

7. Additional Products and Services.

As part of this Agreement, the Client may choose to purchase additional products or services offered by General Code, including but not limited to codification services, consulting, document management software, agenda management software, building, planning and zoning software, scanning services and electronic forms. Purchase of additional services may be subject to "Changes" below, or may require a new Agreement, dependent upon the type of product or service purchased.

8. Payment Terms.

- A. All invoices will be processed in accordance with the Payment Schedule set forth in the Proposal. However, the Client may choose to pay in advance of Payment Schedule for products and services provided in this agreement, if so desired. In such a case, General Code shall hold the funds on account and draw from them in accordance with the Payment Schedule until the Contract is completed, or for up to 12 months, whichever is later. If any funds remain on account after 12 months, or end of Contract, General Code will contact the Client regarding disposition of said funds.

- B. Unless otherwise specified in the Payment Schedule, all payments shall be made within 30 days of receipt of the invoice/voucher. The Client shall not discount nor withhold any portion of the amount for any reason. General Code reserves the right to issue progress billings for services that span several months.
- C. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears. For Laserfiche® licensees, should late payment cause the Laserfiche Software Assurance Program (LSAP) to lapse, General Code reserves the right to charge, in addition to the original LSAP fee, a reinstatement fee that is equal to 10% of the annual LSAP fee times the number of months the payment was in arrears.

9. Software.

- A. Any Software being delivered pursuant to this agreement is being licensed to the Client pursuant to the applicable license agreement or agreements between the respective publishers of the software and the Client, attached hereto and made part hereof. The Client agrees that all terms, conditions and limitations set forth in such license agreement(s) shall apply to this agreement as it relates to the Software.
- B. If as part of this agreement, the Client purchases the Laserfiche SDK, the SDK Confidentiality and Software License Agreement will need to be fully executed by the Client and Compulink Management Center, Inc., before the Integrator Toolkit can be provided to the Client. If it cannot be fully executed, the SDK shall be severable from the project as set forth in this proposal without affecting the validity of the remainder of the agreement.
- C. If this agreement relates to hosted Services, General Code will make the Software available for Client's use during the term of this agreement on Client's computer systems that meet the General Code System Recommendations for the Software, as specified in General Code's proposal. General Code will provide Client with access to the latest General Code supported version of the Software via the Internet from a third-party hosting vendor.
- D. Any General Code Software delivered to Client pursuant to this Agreement and any Software to be developed by General Code pursuant to this Agreement remains the property of General Code. General Code hereby grants Client a non-exclusive, non-transferable, non-sublicensable, non-assignable, royalty-free right and license to use the Software solely as an integrated part of the solutions provided by General Code pursuant to this Agreement. The Software is copyrighted and proprietary in nature, and is being licensed, not sold to Client. Client shall respect such proprietary rights and shall not use the Software except as permitted by this Agreement and shall not decompile, disassemble or reverse engineer the Software, and shall not reproduce, print, sublicense, duplicate, sell, distribute, rent, or disclose or otherwise make the Software available to any third party, in whole or in part, in whatever form. Client shall hold the Software in confidence, using the same precautions and degree of care it uses to protect its own confidential information, but in no case less than due care. Client agrees that it shall not assign or transfer the Software or any right or license granted herein with respect to the Software. General Code shall have the right to terminate all rights and licenses granted to Client with respect to the Software immediately upon notice to Client if Client breaches this Section. In the event of such termination, all rights of Client with respect to the Software shall terminate and automatically revert to General Code and Client shall forthwith discontinue all use of the Software, delete the Software from Client's computers, and return to General Code all copies of the Software and all related materials in Client's possession or control. **ALL SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND GENERAL CODE HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. GENERAL CODE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE BY CLIENT, OF LACK OF VIRUSES, OF ACCURACY OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT.**

10. Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and General Code shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

11. Document Scanning Services.

If applicable, the following provisions shall apply to document scanning services to be provided by General Code or its designated subcontractor:

- A. The Client shall be responsible for ensuring that each records storage box slated for conversion is marked with the main category describing its contents and that each file within each box is labeled with a description of its contents.
- B. General Code or its designated subcontractor shall use reasonable care in the handling of your documents.
- C. Upon return of the documents, the Client shall promptly inspect the documents to determine whether all documents have been returned. Unless the Client informs General Code of a discrepancy within 10 days, all claims with respect to completeness or condition of the documents shall be waived.

12. Delivery of Completed Materials.

General Code will deliver completed materials via USPS, UPS, motor freight, airfreight, FTP or whichever method offers the most efficient delivery at the time. Delivery, handling, packaging, insurance and/or shipping charges will be prepaid by General Code and added to the invoice/voucher for services to be paid by the Client.

13. Support.

- a. If this agreement includes support, General Code will provide online, telephone and e-mail support to Client as follows: General Code Product Support is available 9:00 a.m. to 5:00 p.m. U.S. Eastern Time, Monday through Friday, excluding holidays. Support is not available after 3 p.m. U.S. Eastern Time the day before Thanksgiving, Christmas Eve, and New Year's Eve.
- b. If this agreement includes support, General Code will remotely install minor releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available at no charge during the term of this agreement. Major releases and upgrades of the Software will be available at no charge for the software, but additional service charges may apply.

14. Intellectual Property Rights.

All Software and Services are proprietary products and services and that all right, title and interest in and to the Software and Services, including all associated intellectual property rights, are and shall at all times remain with General Code and its third-party vendors. The Software contains trade secret and proprietary information owned by General Code or its third-party vendors and is protected by United States copyright laws and international trade provisions. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software, electronically or otherwise, for any purpose. Client hereby grants to General Code a nonexclusive right to use all Client Content as necessary solely for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions.

15. Other Restrictions.

Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity), or any portions thereof, to any third party, and any attempt to do so is null and void. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Software and Client Content shall not be used for any commercial purpose beyond the functionality driven by the Software. Client will not use the Software or Services to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii)

are defamatory, trade libelous, threatening, harassing, or obscene; or (iv) constitute unauthorized entry to any machine accessible via the network. Client shall not interfere with or disrupt network users, services or equipment and will comply with the usage policies of General Code's suppliers.

16. Indemnification.

A. Client hereby agrees to indemnify, defend and hold General Code harmless from and against any and all liability, losses, costs, and expenses (including reasonable attorneys' fees) incurred by General Code in connection with any claim arising out of or relating to:

1. Client's use of the Software or Services;
2. Any use or alleged use of Client's accounts or passwords by any person, whether or not authorized by Client;
3. The content, the quality, or the performance of Client Content;
4. Client's connection to the Services;
5. Client's violation of this agreement; or
6. Client's violation of the rights of any other person or entity.

17. Term and Termination.

- A. Unless otherwise specific in the Proposal, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof, and will then be automatically extended for additional successive one-year periods unless either party notifies the other in writing not less than 90 days prior to the end of the initial term or any extension period that this agreement will not be extended. Services and support provided during any extension period will be provided at General Code's then-current price.
- B. If this agreement relates to Hosted eForms, this Section 17B will apply instead of Section 17A. In such event, unless otherwise provided in the Proposal, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one month, commencing on the date hereof, and will then be automatically extended for additional successive one-month periods unless either party notifies the other in writing not less than 30 days prior to the end of the initial term or any extension period that this agreement will not be extended. Services and support provided during any extension period will be provided at General Code's then-current price.
- C. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- D. Upon termination, all work prepared by General Code shall, at the option of the Client, become its property, and General Code shall be entitled to receive just and equitable compensation for all services performed.
- E. Section 4, 9, 10 and 14 through 31 shall survive any expiration or termination of this agreement.

18. Warranties; Limitations.

- A. General Code warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. General Code's liability and the *Client's exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to* reperformance, at General Code's cost, of such service or deliverable. General Code's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the Client or (ii) work or services performed by others.

- B. GENERAL CODE DOES NOT WARRANT THAT SOFTWARE WILL BE ERROR FREE OR WILL OPERATE UNINTERRUPTED. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY SHALL NOT APPLY. GENERAL CODE’S WARRANTY OBLIGATIONS AND THE CLIENT’S REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.**
- C. The limitations and protections against liability afforded General Code herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of General Code for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to General Code pursuant to this agreement. General Code shall not be liable to the Client or any other person or entity for lost profits, lost data, indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by the Client or others against General Code with respect to services unless such action or proceeding is commenced within one year after completion by General Code of the particular services to which such action or proceeding relates.

19. Responsibility of Client’s Counsel.

In conjunction with the services rendered by General Code and the work of the Client and General Code, any and all questions requiring legal advice or opinion, analysis of legislation for legal sufficiency, interpretation of cases or statute, etc., shall be directed by the Client and General Code to the Client’s counsel. At the request of the Client or its counsel, General Code shall make available to the Client’s counsel information in its possession relating to legal issues or opinions obtained during its work with other clients, as well as sample copies of legislation as requested by the Client.

20. Client Primary Contact.

Client shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the “Primary Contact” with whom General Code should communicate matters regarding the Software and Services, such as maintenance notifications, and who has the authority to make Services requests including release of Client data, both internally to General Code and to the Client, restoration of data, and other configuration changes.

21. System Monitoring.

General Code will not systematically monitor Client Content, but General Code reserves the right to review Client Content from time to time at its discretion. General Code reserves the right to (a) disable access to or delete any Client Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Client Content under justified exigent circumstances, as such circumstances are determined in good faith by General Code. General Code also reserves the right to monitor, the use of the Software if Client is using excessive computing resources which are impacting the performance of the Software for other subscribers.

22. Changes.

The Client may at any time request changes in the scope of this agreement. Moreover, General Code may suggest changes. Where changes are agreed to by the parties, General Code shall issue a Change Order for the Client's review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. General Code shall not be required to implement any change until the Client has signed and returned the Change Order.

23. Notices.

All notices and other communications which are required or permitted to be given pursuant to this agreement shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

24. Force Majeure.

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, terrorism, elevated risk of terrorism, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

25. Disclaimer of Association.

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association that would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

26. No Waiver.

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

27. Severability of Provisions.

If any part of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this Agreement and shall be deemed to have never been a part of this Agreement and shall not affect the validity of the remainder of this Agreement.

28. Entire Agreement.

This agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter.

29. Dispute Resolution.

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

30. Governing Law; Jurisdiction.

This agreement is governed by the laws of New York, without regard to its conflict of laws doctrine. Each party consents to the exclusive jurisdiction of the courts sitting in Monroe County, State of New York with respect to any disputes arising out of this agreement. In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses.

31. Counterparts; Signatures.

This Agreement may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Signatures delivered by facsimile or by electronic mail shall be deemed original signatures for all purposes of this Agreement.

EXHIBIT D



A Member of the ICC Family of Companies

November 1, 2019

Page 1 of 1

Contract # _____

**Content Management Project Pricing
for
Oneida County, NY**

Laserfiche Software Licenses and Services

| Line Item Description | Model # | Quantity | Unit Price | Total |
|-----------------------|---------|----------|--------------------------------|--------|
| Base Software | | | | |
| | | | Base Software Subtotal | \$0.00 |
| Support | | | | |
| | | | Support Subtotal | \$0.00 |
| Professional Services | | | | |
| | | | Professional Services Subtotal | \$0.00 |
| | | | Grand Total | \$0.00 |

Remote Services include but are not necessarily limited to the following services: software order processing; project management; software implementation such as modification of server to reflect new license levels; installation or modification of server; client or scanning software; installation and/or configuration of add-on products, such as WebLink, Quick Fields or Workflow and configuration of hardware, such as scanners. Training is not included.

LSAP: 2nd year forward for this component is estimated to be: \$ _____ *
*subject to change based upon the then-current support prices for that year

Timeline: This service will be provided within 90 days from receipt of the signed Change Order.

Payment Terms: 100% on delivery of software and/or services.

Price Validity: Price is valid for 30 days from _____.

General Code Representative: Liz Mistretta
585-705-7412; LMistretta@generalcode.com

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.

EXCEPT ASSET FORTH IN THE CONTRACT, The County shall have no ^{FURTHER} 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. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

February 3, 2020

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

Feb 20 088

PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

The Sheriff's Office has received an insurance claim from the Tokio Marine HCC Insurance Company in the amount of \$1,218.83. This is an additional amount paid to the Sheriff's Office due to the increased costs to repair Car #455, a 2019 Ford Explorer. The repair expense will be paid in 2020. I would like to request a 2020 Supplemental Appropriation of Funds of \$1,218.83 for Sheriff Auto Fleet repairs.

I respectfully request your Board approval for the following **2020** supplemental appropriation:

TO:

A3110.4522 Automotive Repairs \$1,218.83

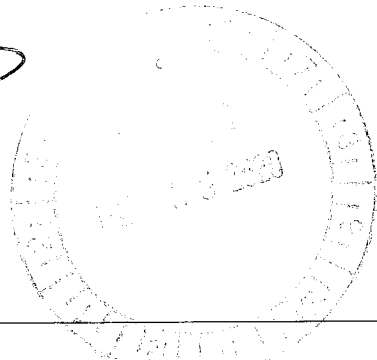
This supplemental appropriation will be fully supported by anticipated revenue in:

A2681 Insurance Recoveries - Sheriff \$1,218.83

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,
Oneida County Sheriff



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

Anthony J. Picente, Jr.
County Executive

Date 2-5-20

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



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

December 18, 2019

FN 20 20-089

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:

I am requesting approval of an Agreement with the Town of Marcy for one (1) deputy to provide security services at the Town's Municipal Court located at 8801 Paul Becker Road, Marcy, New York 13403. The Agreement will commence January 1, 2020 and conclude December 31, 2020.

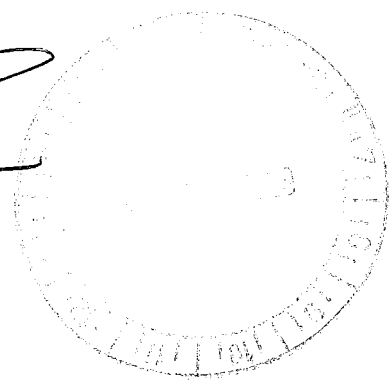
The Town of Marcy will reimburse the County for the cost of the deputy's services at a rate of \$69.00 per hour. The County will bill the Town for services rendered biannually in June and in December of 2020. The amount of revenue this will produce is unknown at this time.

If you find the enclosed contract acceptable, I am requesting that this be forwarded to the Board of Legislators for their approval.

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Oneida County Sheriff



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

Anthony J. Picente, Jr.
County Executive

Date 1-14-20



Oneida Co. Department: Sheriff's Office

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The Town of Marcy
8801 Paul Becker Road
Marcy, New York 13403

Title of Activity or Service: Court Security at Town of Marcy Court

Proposed Dates of Operation: 1/1/2020-12/31/2020

Client Population/Number to be Served: Town of Marcy Court

Summary Statements

- 1) **Narrative Description of Proposed Services:** One (1) Deputy to be present for Town of Marcy Court. This deputy will provide general security when court in in session.
- 2) **Program/Service Objectives and Outcomes:** Provide security and enforce all laws and regulations.
- 3) **Program Design and Staffing:** One (1) deputy to be present at Town of Marcy Court.

Total Funding Requested: Dependent upon court dates

Account # 3120 (Expense)
A1526 (Revenue)

Oneida County Dept. Funding Recommendation: Unknown

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

Cost Per Client Served: N/A

Past Performance Data: The Sheriff has provided court security in the past, and the Town wishes to continue to obtain these services.

O.C. Department Staff Comments: \$69/hr for one (1) deputy to be present at the request of the Town for court proceedings.

Agreement for Town Court Sheriff Security Services

THIS AGREEMENT (the "Agreement"), 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 offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York 13424, hereinafter referred to as the "OCSO," and the Town of Marcy, with its principal offices located at 8801 Paul Becker Road, Marcy, New York 13403, hereinafter referred to as the "Town" (each individually referred as a "Party" and collectively referred to as the "Parties").

WHEREAS, The Town is desirous of contracting with the County, through the OCSO, for the provision of Sheriff's Office uniformed security services to ensure safety in the courtroom at their Marcy Town Court (the "Services"), located at 8801 Paul Becker Road, Marcy, New York 13403; and

WHEREAS, The County and the OCSO are agreeable to render such Services to the Town in exchange for reimbursement from the Town;

NOW THEREFORE, The County and the Town enter into this Agreement for the provision of Services at Town Court in accordance with the terms and conditions set forth herein.

1. TERM OF AGREEMENT.

- a. The term of this Agreement will be for one (1) year, beginning January 1, 2020 and ending on December 31, 2020.
- b. Either Party may terminate this Agreement by providing thirty (30) days written notification to the other Party.
- c. In the event the Town does not wish to utilize the OCSO for a particular session of court, they must notify the OCSO twenty-four (24) hours prior to that court session.

2. COUNTY'S RESPONSIBILITIES.

- a. The OCSO Deputies shall provide one (1) Sheriff Deputy to perform the Services when Town Court is in session, ensuring order and enforcing all laws and regulations.
- b. The OCSO shall provide all standard equipment and uniforms to the Deputies. The OCSO will provide the patrol car, equipped with all appurtenances for law enforcement business. The OCSO will be responsible for maintenance and repair of the patrol car.
- c. The OCSO will bill the Town pursuant to Section 4 of this Agreement.
- d. The OCSO will provide the Town with a report of any incidents and violations, and any other support information agreed upon between the County and the Town.
- e. The OCSO shall comply with all Federal, State, and Local statutes, rules, and regulations, as same may be amended from time to time.

3. TOWN RESPONSIBILITIES.

- a. The Town agrees to pay the County for the Services within thirty (30) days of receipt of an invoice from the OCSO.
- b. The Town understands and agrees that the OCSO has a duty to the general public and must constantly assess how best to allocate its Deputies. The Town understands and agrees that they will have no recourse, pursuant to this Agreement or otherwise, against the OCSO if the Deputies must be otherwise allocated.

4. BILLING AND PAYMENT.

a. The OCSO shall bill the Town for Services rendered twice per year, and will provide an invoice once in June and once in December. Invoices will reference this Agreement and be itemized to include the dates of Town Court and the number of hours of Services provided. The Town shall pay the invoice within thirty (30) days of receipt of such invoice.

b. The cost of Services shall be reimbursed at sixty-nine dollars (\$69.00) per hour, the current rate as per the OCSO fee schedule.

c. In the event there is a change to the hourly rate, the OCSO shall notify the Town in advance of the next date of Services. The Town may choose to accept such hourly rate, or terminate this Agreement.

5. AUTHORITY.

OCSO Deputies will be under the direction and control of the OCSO. It is understood and agreed between the Parties that the Town will not interfere with the Sheriff's authority. The Oneida County Sheriff maintains absolute authority over the Deputies and the Services provided under this Agreement.

6. NO SPECIAL DUTY.

Nothing in this Agreement shall create a special duty to the Town or to any third party. The OCSO cannot promise or guarantee crime prevention, safety, or security.

7. INDEPENDENT CONTRACTOR.

a. It is expressly agreed that the relationship of the Town to the County shall be that of an independent contractor. Neither the Town nor the County shall be considered an employee of the other for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Town and the County, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such independent contractor status, that neither the Town nor the County, nor any of their employees or assistants, shall hold themselves out as, nor claim to be, officers or employees of the other Party 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 other Party.

b. The Town and the County agree that the County is free to undertake other work arrangements, and may continue to make its Services available to the public.

c. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the independent contractor status, it is agreed that both the County and the Town 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. TRAINING.

The Deputies shall not be required to attend or undergo any training, other than what is required by the OCSO. The OCSO shall be fully responsible for all 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. The Town shall not require the Deputies to undergo any additional training.

9. INDEMNIFICATION.

a. The Town agrees to indemnify, save, and hold harmless the County and the OCSO, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the Town, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.

b. The County agrees to indemnify, save, and hold harmless the Town, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out

of injuries to person or property of whatever kind or nature caused by the negligence or willful misconduct on the part of the County and/or the OCSO, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

10. NOTICE.

All notices to the County should be sent to:

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

With a copy sent to the OCSO at:

Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

All notices to the Town should be sent to:

The Town of Marcy
8801 Paul Becker Road
Marcy, New York 13403

11. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

12. ASSIGNMENT.

This Agreement may not be assigned by either Party.

13. AMENDMENT.

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.

14. 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. By signing below, the Parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in this Agreement, including, but not limited to, Addendum A - Standard Oneida County Contract Clauses.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW]*

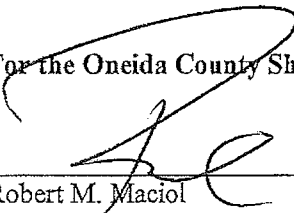
IN WITNESS WHEREOF, the County, the OCSO, and the Town have caused this Agreement to be executed as of the date below.

For Oneida County

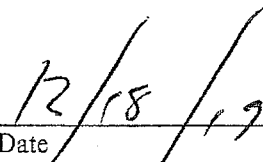
Anthony J. Picente, Jr.
County Executive

Date

For the Oneida County Sheriff's Office

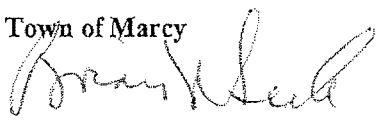


Robert M. Maciol
Oneida County Sheriff

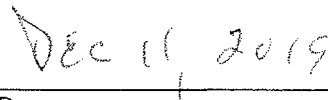


Date

For Town of Marcy



By: Brian N. Scala
Title: Town Supervisor



Date

Approved

Alison Stanulevich, Esq.
Assistant County Attorney

ADDENDUM A - STANDARD ONEIDA COUNTY CONTRACT CLAUSES

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. WORKER'S COMPENSATION BENEFITS.

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

the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

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

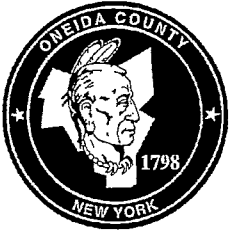
Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- 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.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



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

January 10, 2020

EX 20 20-090

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

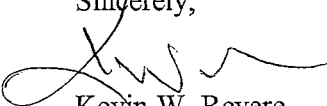
This contract is awarded to Oneida County under the New York State 2019 Statewide Interoperable Communications Grant Program (2019 SICG-Formula). Funding for this grant is provided by the United States Department of Homeland Security and Emergency Services.

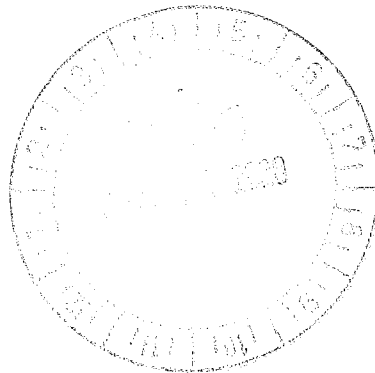
The amount of this grant to Oneida County is in the amount of \$839,306.00.00. The grant covers the period from January 1, 2020 – December 31, 2021 (24 months), with the possibility of an extension.

The purpose of the Statewide Interoperable Communications Grant Program is to allow State support to aid County, local, and municipal public safety organizations in enhancing emergency response, improving capability, making improvements in governance structures, operating procedures, infrastructure development, and addressing SAFECOM Guidance from the US Department of Homeland Security Office of Emergency Communications (OEC).

I respectfully request that you submit this contract to the Board of Legislators for approval and when approved, please have it electronically signed. If you have any questions, please contact me.

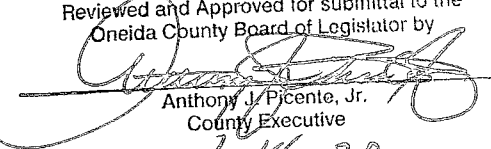
Sincerely,


Kevin W. Revere
Director



kmg

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


Anthony J. Picente, Jr.
County Executive
Date 1-14-20

Oneida Co. Department: Emergency Services

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Division of Homeland Security
and Emergency Services
1220 Washington Avenue
Bldg. 7A Suite 710
Albany, NY 12242

Title of Activity or Service: Homeland Security Grant – Statewide Interoperable
Communications Grant (2019 SICG-Formula)

Proposed Dates of Operation: 01/01/2020 – 12/31/2021

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** To aid county, local, and municipal public safety organizations. This grant will continue to support the expansion of the digital trunked public safety radio system.
- 2) **Program/Service Objectives and Outcomes:** To enhance emergency response by improving capability, operating procedures, and infrastructure development.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$839,306.00

Account #H588

Oneida County Dept. Funding Recommendation: \$839,306.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Yearly grant application. Please note electronic signature is required. This funding will be used for P25 Interoperable Communications Equipment, and will pay for the annual lease agreement with Motorola.

| | |
|---|---|
| <p>STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p> | <p>NYS COMPTROLLER'S NUMBER: C197927 (Contract Number) ORIGINATING AGENCY CODE: 01077</p> |
| <p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p> | <p>TYPE OF PROGRAMS: SI2019 CFDA NUMBER: DHSES NUMBERS: WM19197927</p> |
| <p>FEDERAL TAX IDENTIFICATION NO: 15-6000460 MUNICIPALITY NO: (if applicable) 300100000 000 SFS VENDER NO: 1000002595 DUN & BRADSTREET NO: 075814186</p> | <p>INITIAL CONTRACT PERIOD: FROM 01/01/2020 TO 12/31/2021 FUNDING AMOUNT FOR INITIAL PERIOD: \$839,306.00</p> |
| <p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p> | <p>MULTI-YEAR TERM: (if applicable)</p> |
| <p>CHARITIES REGISTRATION NUMBER: <input type="text" value="n/a"/> (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div></p> | <p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p> |
| <p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p> | |
| <p>NYS Division of Homeland Security and Emergency Services BY: , Date: 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". GRANTEE: BY: Hon. Anthony J. Picente Jr., County Executive Date:</p> | |
| <p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p> | <p>COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____</p> |

Award Contract

Statewide Interoperable Communications Grant

Project No.
SI19-1058-E00

Grantee Name
Oneida County

01/06/2020

Award Contract

Statewide Interoperable Communications Grant

Project No.
SI19-1058-E00

Grantee Name
Oneida County

01/06/2020

Award Contract**Statewide Interoperable Communications Grant****Project No.**

SI19-1058-E00

Grantee Name

Oneida County

01/06/2020

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1¹
2. Modifications to the Face Page
3. Modifications to Appendices B, C and D
4. The Face Page
5. Appendices B, C and D
6. Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

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

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

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a. by certified or registered United States mail, return receipt requested;
 - b. by facsimile transmission;
 - c. by personal delivery;
 - d. by expedited delivery service; or
 - e. by e-mail.
2. Notices to the State shall be addressed to the Program Office.
3. Notices to the Contractor shall be addressed to the Contractor's designee.
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

P. **Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of DHSES and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its

right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

R. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

S. Secular Purpose: Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.²

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

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

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

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

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

e. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the

State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a. Service of notice: Written notice of termination shall be sent by:

- i. personal messenger service; or
- ii. certified mail, return receipt requested and first class mail.

b. Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

- i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
- ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

- a. Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.
- b. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

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

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

- a. the repayment to the State of any monies previously paid to the Contractor; or
- b. the return of any real property or equipment purchased under the terms of the Contract; or
- c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the

end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a. Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:³ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:⁴ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:⁵ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:⁶ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter

financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

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

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

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45)

calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in

Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

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

B. Subcontractors:

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

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the

subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

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

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

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

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

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

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

a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

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

E. Records and Audits:

1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the

related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b. For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

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

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other

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

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

- a. The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c. The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d. The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

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

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

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

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

- a. to require updates or clarifications to the Questionnaire upon written request;
- b. to inquire about information included in or required information omitted from the Questionnaire;
- c. to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

- a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

P. Consultant Disclosure Law:⁸ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because

of race, creed, color, national origin, sex, age, disability or marital status.

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

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:
1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to

encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

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

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for

breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor 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 Contractor 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 Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Contractor 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 Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

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

ii. 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.

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

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and

the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rqn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers,

timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and

procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

¹ To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁸ Not applicable to not-for-profit entities

VER 08/2019

Certified by - on

Award Contract

Statewide Interoperable Communications Grant

Project No.

Grantee Name

SI19-1058-E00

Oneida County

01/06/2020

Budget Summary by Participant

Oneida County

Oneida County Emergency Services - Version 1

| # | Equipment | AEL | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds |
|-------|---|-----|--------|--------------|--------------|--------------|----------------|
| 1 | P25 Interoperable Communications Equipment (routers, switches, microwave, etc.) | N/A | 1 | \$210,735.00 | \$210,735.00 | \$210,735.00 | \$0.00 |
| Total | | | | | \$210,735.00 | \$210,735.00 | \$0.00 |

| # | All Other Expenses | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds |
|-------|--|--------|--------------|--------------|--------------|----------------|
| 1 | Annual Lease Agreement (hardware and software updates) | 1 | \$628,571.00 | \$628,571.00 | \$628,571.00 | \$0.00 |
| Total | | | | \$628,571.00 | \$628,571.00 | \$0.00 |

| Total Project Costs | Total Cost | Grant Funds | Matching Funds |
|---------------------|--------------|--------------|----------------|
| | \$839,306.00 | \$839,306.00 | \$0.00 |

| Total Contract Costs | Total Cost | Grant Funds | Matching Funds |
|----------------------|--------------|--------------|----------------|
| | \$839,306.00 | \$839,306.00 | \$0.00 |

Award Contract**Statewide Interoperable Communications Grant****Project No.****Grantee Name**

SI19-1058-E00

Oneida County

01/06/2020

**APPENDIX C
PAYMENT AND REPORTING SCHEDULE**

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security

and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 07/2015

Certified by - on

Award Contract**Statewide Interoperable Communications Grant****Project No.****Grantee Name**

SI19-1058-E00

Oneida County

01/06/2020

Work Plan**Goal**

Make necessary improvements and provide for sustainment of Land Mobile Radio Systems (LMR), implementation and maintenance of components supporting interoperability, continuous training and exercise, sustainment and further development of the governance structure. Enhance emergency response and improve capability and performance results from the U.S. Department of Homeland Security's (DHS) National Emergency Communication Plan (NECP), improvements in governance structures, operating procedures, infrastructure development and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC).

Objective #1

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

To ensure progress towards the goals and milestones described in the Statewide Communications Interoperability Plan (NYS SCIP) and toward communication priorities identified by the Federal government (SAFECOM). Provide stability, sustainment and further development of LMR systems and regional solutions developed to date. Provide for the development and coordination of National Interoperability Channels, State, Regional, Tribal and Local mutual aid channels; development of interoperable communications infrastructure; improvements of Public Safety Answering Points (PSAPs) toward Next Generation 911 (NG 911) development in accordance with New York State plan and vision; development of governance and SOPs; Development of inventory of statewide communications resources (i.e. continuous participation in CASM Communications Assets Survey and Mapping tool) and Tactical Interoperable Communication Plan (TICP) development, update and utilization.

Task #1 for Objective #1

Purchase allowable interoperable communication equipment and/or acquire services and/or provide maintenance. Train appropriate personnel in the proper use of equipment and place equipment into service. Establish or improve governance and standard operating procedures related to such equipment. Report on progress of implementation of project and the development and implementation of formalized standard operating procedures and governance structure.

Performance Measure

Identify equipment ordered and received and/or services acquired and/or maintenance activities conducted. Provide a brief narrative on the training of personnel and the deployment of equipment and/or activities conducted. Provide a brief narrative, including examples, of formalized governance and/or standard operating procedures. Describe how the project enhanced interoperable communication capabilities in the jurisdiction. Describe how the project increased multi-agency regional partnerships, including partnerships with consortiums. Equipment and services accountability records are properly maintained.

Award Contract**Statewide Interoperable Communications Grant****Project No.****Grantee Name**

SI19-1058-E00

Oneida County

01/06/2020

Special Conditions

The subrecipient shall use the funds provided pursuant to this Agreement to carry out the Work Plan described in this Appendix D. Any services in this contract awarded by the Division of Homeland Security and Emergency Services (DHSES) Office of Interoperable and Emergency Communications (OIEC) to subrecipient based on subrecipient's submission of an Application Proposal in response to a Request for Applications (RFA) shall be subject to the terms and conditions in both the subrecipient's Application Proposal and the RFA, incorporated herein by reference, which shall apply as if fully stated herein. This Program Work Plan shall not be modified without approval from the DHSES. If modification to this Program Work Plan is necessary, the subrecipient must submit a written request to DHSES OIEC and await DHSES OIEC approval before implementing such changes. If changes in the Work Plan are made without DHSES OIEC's prior approval, DHSES OIEC reserves the right, in its sole discretion, to disallow reimbursement for the modifications, reduce the amount payable to the subrecipient, terminate this Agreement, or take any other action deemed necessary.

A. Permissible Use of Funding

1. Statewide Interoperable Communications Grant (SICG) funds must be used in accordance with the guidelines set forth in the Request for Applications, which can be located at <http://www.dhSES.ny.gov/oiec/grants/>.
2. Any unused funds will be reprogrammed pursuant to a plan approved by the Division of Homeland Security and Emergency Services, Office of Interoperable and Emergency Communications.
3. The project must commence 180 days after successful approval of the contract by the New York State Office of the Comptroller.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding SICG funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for SICG as listed in the Request for Applications, which can be located at <http://www.dhSES.ny.gov/oiec/grants/>.
2. Subrecipients are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using SICG funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHSES/OIEC Grant Guidance for grant funding, requires that all interoperable communications equipment employ the use of APCO P-25 compliant equipment; a recommended technology to achieve emergency interoperable communications.
4. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that subrecipients must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

D. Training & Exercise Related Activities

1. Any training courses to be supported by this award must be on equipment contained in the approved application. Subrecipients are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any training in question.
2. Subrecipients are required to be NIMS compliant. DHSES/OIEC requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Planning, Administration and Deployment Costs

1. Services relating to developing, designing and implementing interoperability plans and network system development must be consistent with awarded applications.
2. Permissible costs are limited to costs associated with the development and deployment of public safety communications systems, networks, technology or facilities whose purpose is to provide the sharing of voice, data and video transmissions; dispatch and incident management involving two or more organization or jurisdiction and in accordance with approved interoperability plans operating standards.

F. Law Enforcement Requirements

1. Subrecipients agree that such funding shall leverage a regional approach to support multi-jurisdictional (two or more counties) and multi-discipline (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works and communication centers) public safety communications.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems is accomplished.
3. Acceptance of the SICG funding indicates your acknowledgement that State agencies/authorities and other jurisdictions are permitted on your radio system for the coordination and provision of State assistance. Failure to comply with this requirement may result in a disallowance of costs and jeopardize future funding opportunities.

G. Consortium Requirements

1. Subrecipients must be an active member of, or demonstrated a commitment to, a regional consortium. Such a consortium shall consist of two or more counties formed to promote multi-jurisdictional (two or more) and multi-discipline (two or more) (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works and communication centers) public safety communications and interoperability; and must support the agencies of the State of New York.
2. If not currently a member of a consortium, the commitment to participate in a consortium must be in effect and certified within 120 days of notice of potential award. Certification requirements can be found in the Request for Applications, which can be located at <http://www.dhses.ny.gov/oiec/grants/>.
3. Subrecipients are responsible to ensure that funds used under this grant acknowledge accessibility for other jurisdictions and levels of government, including state agencies, to share communications systems to achieve further statewide cross-jurisdictional and intergovernmental interoperability goals and objectives.
4. Subrecipients must maintain membership in the consortiums indicated in their application throughout the grant period.

H. SEQRA and EHP Requirements

1. Subrecipients shall ensure compliance with the State Environmental Quality Review Act of 1975, as amended, and all other local environmental and historic preservation requirements, in the planning and execution of all projects under this grant. Please contact the New York State Division of Environmental Conservation, or visit <http://www.dec.ny.gov/permits/357.html>, for additional information.
2. If federal dollars will be used to fund any part of the projects under this Contract, subrecipients are further required to comply with all applicable federal environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
3. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.
4. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP

requirements.

5. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the New York State Office of Parks, Recreation and Historic Preservation (OPRHP).

I. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

J. New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES-specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipients must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded subrecipients agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

K. Construction and Infrastructure

1. In those instances where a tower will be constructed using SICG funds, access and use of such tower by State Agencies shall be at no-cost to the State. However all costs associated with the installation of operation of the State's user equipment shall be the sole responsibility of the State. Costs may include, but not be limited to: environmental assessments; structural assessments and tower reinforcement, if needed; costs associated with the licensing installation and operation of the State's user equipment, including electrical power and telecommunications lines.

2. When possible, the subrecipient shall provide emergency stand by power to support the State's user equipment. If the existing facility is not capable of supporting the State's needs, the subrecipient agrees to

provide sufficient space for the installation and operation of a State-owned generator.

L. Communications Assets Survey and Mapping (CASM) tool maintenance and updates.

1. Subrecipient must input information into CASM, actively maintain and update the data to ensure information remains up to date within the CASM tool.



ONEIDA COUNTY
DEPARTMENT OF PROBATION

Boehlert Center at Union Station
321 Main Street, 2nd Floor, Utica, New York 13501
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

ANTHONY J. PICENTE, JR.
County Executive

PATRICK CADY
Director

December 9, 2019

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

FN 20 20 091

PUBLIC SAFETY

Re: JAG Grant

WAYS & MEANS

Dear Mr. Picente:

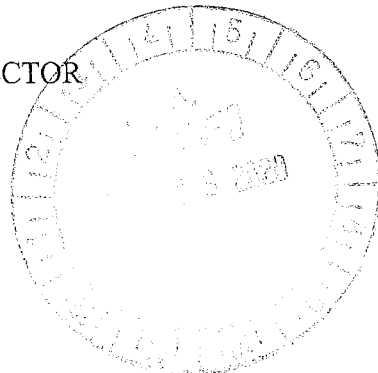
Attached is an agreement proposed by the City of Utica to provide the Probation Department with a portion of the Utica Police Department's yearly Federal JAG Grant. This Agreement includes reimbursement for salaries and fringe benefits for our probation officers working overtime in participation in the Utica Police Department/Probation Juvenile Ride-Along Program.

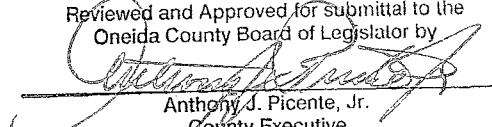
For several years we have collaboratively participated in the Ride-Along Program supported by funds from this grant. Under this Program, Utica Police Department officers and Probation officers visit youth sentenced to Domicile Restriction as an alternative to costly and disruptive detention. By conducting home visits in the evening, we are able to meet with parents and significant others. This Program is an integral strategy of our Juvenile Alternative to Detention and Juvenile Delinquency Prevention Plan. Proposed dates of operation are from July 1, 2020 through June 30, 2021.

Funds in the amount of \$5,775.00 are spread throughout the year of the agreement. We strongly recommend your approval of this cost effective agreement. If you approve, please forward to the Board of Legislators for their consideration.

Very truly yours,


PATRICK CADY
PROBATION DIRECTOR



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

Anthony J. Picente, Jr.
County Executive
Date 1/10/20

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: City of Utica
1 Kennedy Plaza
Utica, New York 13502

Title of Activity or Service: Utica Police Ride-Along Project

Proposed Dates of Operation: July 1, 2020 – June 30, 2021

Client Population/Number to be Served: 250 Juvenile and Adult Offenders

Summary Statements

- 1) **Narrative Description of Proposed Services:** Utica Police Department Officers and County Probation Officers ride together to visit and monitor juveniles enrolled in the Domicile Restriction Program as an alternative to detention.
- 2) **Program/Service Objectives and Outcomes:** To ensure compliance with court orders and promote Public Safety.
- 3) **Program Design and Staffing:** Domicile staff performing overtime function.

Total Funding Requested: \$5,775.00

Account # A2379 (Revenue)

Oneida County Dept. Funding Recommendation: \$5,775.00

Proposed Funding Sources (Federal \$/ State \$/County \$): NYS JAG Grant Funds awarded to the City of Utica and shared with the Probation Department.

Cost Per Client Served: NA

Past Performance Data: 95% completion of the program by juveniles placed on Domicile Restriction.

O.C. Department Staff Comments: This is a highly successful and cost effective way to keep juveniles in their homes as opposed to detention. We strongly support this agreement.

CONTRACT NO. 2019-H3808-NY-DJ
Award #2020-DJ-BX-0229

INTERMUNICIPAL AGREEMENT

2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2020, by and between the CITY OF UTICA (the "CITY") , located at 1 Kennedy Plaza, Utica, New York, 13502, through the UTICA POLICE DEPARTMENT, located at 413 Oriskany Street West, Utica, NY 13502, and the COUNTY OF ONEIDA (the "COUNTY"), located at 800 Park Avenue, Utica, NY 13501, through its PROBATION DEPARTMENT, located at 321 Main Street, Utica, NY 13501 (each individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, the CITY received an award for the BJA FY19 Edward Byrne Memorial Justice Assistance Grant ("JAG Funds") in the amount of \$28,403.00; and

WHEREAS, the Parties believe it to be in the best interests of both to reallocate a portion of the JAG Funds; and

WHEREAS, the CITY agrees to provide COUNTY five thousand seven hundred and seventy-five dollars (\$5,775.00) from the FY19 JAG Funds; and

WHEREAS, the Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the COUNTY for its services under this Agreement;

NOW THEREFORE, the COUNTY and CITY agree as follows:

1. CITY agrees to provide COUNTY with a total of five thousand seven hundred and seventy-five dollars (\$5,775.00) of JAG Funds.
2. COUNTY agrees to use the JAG Funds from July 1, 2020 to June 30, 2021 to assist the COUNTY in their juvenile domicile restriction program, an alternative to detention. The PROBATION DEPARTMENT, in conjunction with the UTICA POLICE DEPARTMENT, shall visit juveniles on domicile restriction after hours. Home visits and drive-bys will be conducted in UTICA POLICE DEPARTMENT cars with both UTICA POLICE DEPARTMENT Officers and PROBATION DEPARTMENT Officers. The COUNTY will use the JAG Funds towards staff overtime expenses incurred by the COUNTY.
3. Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Federal Tort Claims Act, (FTCA) 28 USC §1346(b).

4. Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Federal Tort Claims Act, (FTCA) 28 USC §1346(b).

5. Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Party.


6. By entering into this Agreement, the Parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.


7. The CITY and the COUNTY are independent contractors, and the employees of each shall not be considered to be an employee of the other for any purposes including, but not limited to, claims for unemployment insurance, workers' compensation retirement, or health benefits. The Parties agree that in accordance with their status as, nor claim to be, officers or employees of the other and will not make any claim, demand, or application to or for any right or privilege applicable to such Party. Both Parties agree to comply with all 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.

8. The terms of this Agreement 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 WHEREOF, the Parties have executed this Agreement by their duly authorized representative as of the date first written above.


CITY OF UTICA:


Robert Palmieri, Mayor


Mark W. Williams, Chief of Police

COUNTY OF ONEIDA:

Anthony J. Picente, Jr., County Executive


Patrick Cady, Probation Director

APPROVED:

Alison Stanulevich, Assistant County Attorney



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

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

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

February 10, 2020

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

FN 20 20-092

PUBLIC WORKS

Re: Sewer Refund
9529 Main St
Holland Patent, NY
F. Thomas Gehrig

WAYS & MEANS

Dear County Executive Picente:

The Department of Water Quality and Water Pollution Control has received a request from the above property owner for a sewer refund. Since the request is over \$1,000, as per section D.4 of the Oneida County Sewer District Rate Schedule (rate schedule), the Oneida County Board of Legislators must approve it.

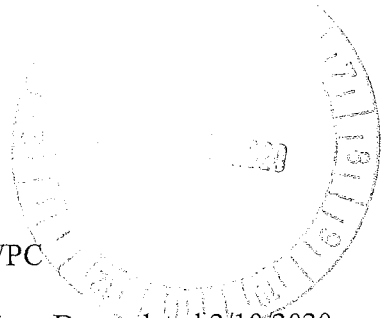
As the attached memo from Sean Deery indicates, the property was charged for sewer since 2013. An investigation conducted by the Department indicates that the property has a septic system and consequently should not be charged for County sewer. Refunds can be issued for up to six (6) years as per Section D.4 of the rate schedule. As indicated in the attached memo Mr. Gehrig is owed a refund of \$2,574.54.

I would appreciate your consideration of this matter by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you and the Board to discuss this request at your convenience.

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

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

Steven P. Devan, P.E.
Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 2/10/20

Cc: Sean Deery, WQ&WPC

Attachments: Memo from Sean Deery dated 2/10/2020
2020 Oneida County Sewer District Rate Schedule

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

January 28, 2020

20-093

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

PUBLIC WORKS

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

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

WAYS & MEANS

Date 1-30-20

Dear County Executive Picente:

I have attached the job specification for the title of Sewer Maintenance and Equipment Supervisor. I have added the title to the Oneida County Classification Plan, and I am recommending the salary for this title be set at Grade 23B, Step 2 at \$37,605. I am not requesting any positions be created at this time.

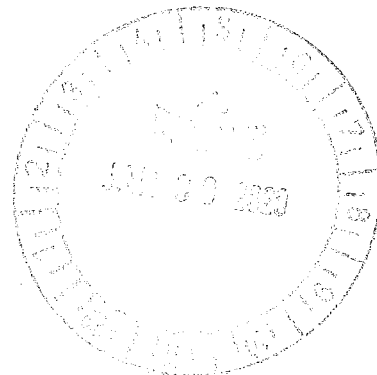
The Department of Water Quality and Water Pollution Control has acquired a sewer vacuum truck and needs to have personnel available to operate it.

Please forward this letter to the Board of Legislators and ask that they only set the salary for the title Sewer Maintenance and Equipment Supervisor at Grade 23B, Step 2 at \$37,605.

Sincerely,

John P. Talerico
Commissioner of Personnel

Copy: Steven Devan, Commissioner of Water Quality & Water Pollution Control
County Attorney
Budget



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

Janaury 28, 2020

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

20-094
Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
PUBLIC WORKS
[Signature]
Anthony J. Picente, Jr.
County Executive
Date 1-30-20

Dear County Executive Picente:

WAYS & MEANS

I have attached the job specification for the title of Wastewater Treatment Plant Maintenance Superintendent. I have added the title to the Oneida County Classification Plan, and I am recommending the salary for this title be set at Grade 36B, Step 2 at \$58,496. I am not requesting any positions be created at this time.

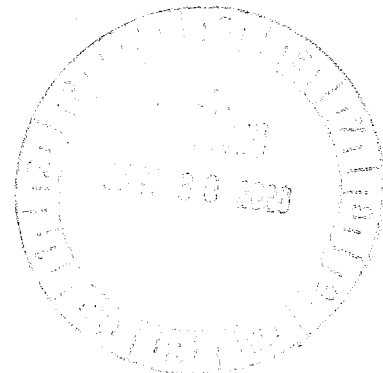
This title in Water Quality and Water Pollution Control is necessary because of the increased duties associated with the increased responsibility operating the newly expanded wastewater treatment plant.

Please forward this letter to the Board of Legislators and ask that they only set the salary for the title Wastewater Treatment Plant Maintenance Superintendent at Grade 36B, Step 2 at \$58,496.

Sincerely,

[Signature]
John P. Talerico
Commissioner of Personnel

Copy: Steven Devan, Commissioner of Water Quality & Water Pollution Control
County Attorney
Budget





ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6213 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

January 28, 2020

EN 20 20-095

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The attached is the second amendment to the janitorial services contract for the Sheriff's office building.

Oneida County contracted with the New York State Industries for the Disabled (NYSID) for janitorial cleaning services and the contract expired at the close of 2018. Labor and materials are provided by Human Technology Corporation, a NYSID approved preferred source vendor. Oneida County is legally obligated to contract with qualified preferred source vendors and may do so without following the requirements for open competitive bidding.

DPW has been negotiating the contract with NYSID for over a year and the current six (6) month extension will be terminated on December 31, 2019. The new contract is currently in review with New York State Office of General Services (OGS) and is expected to take a considerable amount of time. In order to ensure continuity of services NYSID has agreed to an additional six (6) month extension of the previous OGS approved contract to allow OGS to complete its lengthy review process. The extension will be terminated when the new contract is approved by OGS.

| Location | Cost/Month | Months of Service | Estimated Cost - 2020 |
|-------------------------|------------|-------------------|-----------------------|
| OC Sheriff's Department | \$6,805.21 | 6 | \$40,831.26 |

On January 15, 2020, the Oneida County Board of Acquisition & Contract accepted the six (6) month extension. If you concur with this request, please sign where indicated. Thank you for your continued support.

Sincerely,

Dennis S. Davis
 Commissioner

cc: Matthew Baisley, Deputy Commissioner

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

Anthony J. Picente, Jr.
 County Executive

Date 2/10/20

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: New York State Industries for the Disabled, Inc.
11 Columbia Circle Drive
Albany, NY 12203-5156

Title of Activity or Service: Janitorial Cleaning Service

Proposed Dates of Operation: 1/1/2020 – 6/30/2020

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This is the third amendment to a contract for janitorial cleaning services for the Sheriff's office building. The contract expired at the close of 2018 and a previously approved six month extension expired on December 31, 2019. The new contract is currently in review with New York State Office of General Services (OGS) and is expected to take a considerable amount of time. This amendment may be terminated when the new contract is approved by OGS.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$40,831.26 **Account #:** A1620.4951

Oneida County Dept. Funding Recommendation: \$40,831.26

Proposed Funding Sources (Federal \$/ State \$/County \$): \$40,831.26 (County)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

Contract No. 23451
Amendment No. 3
Effective Date January 1, 2020

AMENDMENT

This Amendment modifies the Agreement, entered into the 1st of January, 2018, between Oneida County ("COUNTY") a municipal corporation and the New York State Industries for the Disabled, Inc. ("CONSULTANT") a not-for-profit corporation, as follows:

1. Change in Services:
 - a. No Change
2. Change in time of Performance:
 - a. The term shall be extended from December 31, 2019, for a period of six (6) months, until June 30, 2020.
3. Change in Consultant's Compensation:
 - a. Consultant shall receive \$6,805.21 each month, for a total amount of \$40,831.26, during the term of this extension. Said compensation is itemized in Exhibit A, attached hereto.

All other terms and conditions of the Janitorial Services & Grounds Keeping Agreement and previous amendments, not inconsistent with those contained herein, shall remain unchanged.

COUNTY

CONSULTANT

Anthony J. Picente, Jr.
County Executive

Meredith Hartman
Vice President Contract Administration

Date

Date

Approved

Linda Bylica Lark
Assistant County Attorney

2/6/2020

Exhibit A



Request for Price Concurrence

| | | |
|---------------------|---|--|
| Date Sent: | <u>January 8, 2020</u> | PLEASE UPDATE INFORMATION IF NEEDED |
| Contracting Agency: | <u>Oneida County</u> | |
| Customer Contact: | <u>Matthew Baisley</u> | |
| Job Title: | <u>Deputy Commissioner- Division of Buildings and Grounds</u> | |
| Street Address: | <u>5999 Judd Road</u> | |
| City, State Zip: | <u>Oriskany New York 13424</u> | |
| Phone: | <u>315-793-6225</u> | |
| | Fax# <u>315-768-6299</u> | E-Mail: <u>MBaisley@ocgov.net</u> |

| | |
|----------------------------------|--|
| Member Agency: | <u>Human Technologies Corp</u> |
| Service: | <u>Janitorial / Windows</u> |
| Location: | <u>Sheriff's Department 6065 Judd Rd</u> |
| Proposed Price: | <u>(1/1/2020-6/30/2020) 6 Month extension with the same terms, conditions and pricing \$6,805.21/m = \$40,831.26/6month cost</u> |
| If a Renewal, Current Contract # | <u>76530</u> |
| Proposed Term: | <u>1/1/2020-6/30/2020</u> |

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules. All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

| | |
|---|------------------------------------|
| New York State Industries for the Disabled, Inc | E-mail: <u>kvanfonda@nysid.org</u> |
| ATTN: <u>Vanfonda, Katrina</u> | Phone: <u>518-463-9706</u> |
| <u>11 Columbia Circle Drive</u> | Ext.: <u>288</u> |
| <u>Albany, NY 12203-5156</u> | Fax: |

| | | |
|------------------------------|-----------------------|--------------------------------|
| NYSID Account Representative | Authorized Signature: | |
| <u>Tucci, Kathryn</u> | Printed Name: | <u>Anthony J. Picente, Jr.</u> |
| | Job Title: | <u>County Executive</u> |
| | Date: | |

See attached documents in lieu of signed form.



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6213 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

January 28, 2020

FN 20 A.O. 096

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The attached is the third amendment to the janitorial services contract for fourteen (14) County buildings.

Oneida County contracted with the New York State Industries for the Disabled (NYSID) for janitorial cleaning services and the contract expired at the close of 2018. Labor and materials are provided by Human Technology Corporation, a NYSID approved preferred source vendor. Oneida County is legally obligated to contract with qualified preferred source vendors and may do so without following the requirements for open competitive bidding.

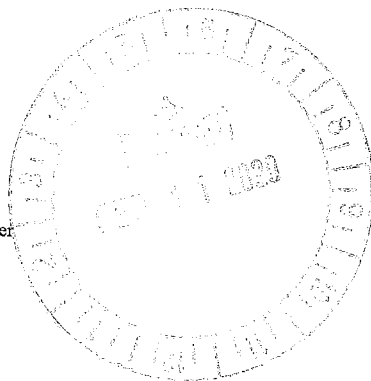
DPW has been negotiating the contract with NYSID for over a year and the current six (6) month extension terminated on December 31, 2019. The new contract is currently in review with New York State Office of General Services (OGS) and is expected to take a considerable amount of time. In order to ensure continuity of services NYSID has agreed to an additional six (6) month extension of the previous OGS approved contract to allow OGS to complete its lengthy review process. The extension will be terminated when the new contract is approved by OGS.

| Location | Cost/Month | Months of Service | Estimated Cost - 2020 |
|------------------------------|--------------|-------------------|-----------------------|
| Oneida County (14 Locations) | \$136,444.25 | 6 | \$818,665.46 |

On January 15, 2020, the Oneida County Board of Acquisition & Contract accepted the six (6) month extension. If you concur with this request, please sign where indicated. Thank you for your continued support.

Sincerely,

Dennis S. Davis
 Commissioner



cc: Matthew Baisley, Deputy Commissioner

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

Anthony J. Picente, Jr.
 County Executive

Date 2/10/20

Oneida Co. Department: Public Works

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: New York State Industries for the Disabled, Inc.
11 Columbia Circle Drive
Albany, NY 12203-5156

Title of Activity or Service: Janitorial Cleaning Services

Proposed Dates of Operation: 1/1/2020 – 6/30/2020

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

This is the third amendment to a contract for janitorial cleaning services for fourteen (14) County buildings. The contract expired at the close of 2018 and a previously approved six-month extension expired on December 31, 2019. The new contract is currently in review with New York State Office of General Services (OGS) and is expected to take a considerable amount of time. This amendment may be terminated when the new contract is approved by OGS.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$818,665.46 **Account #:** A1620.4951

Oneida County Dept. Funding Recommendation: \$818,665.46

Proposed Funding Sources (Federal \$/ State \$/County \$): \$818,665.46 (County)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

Amendment No. 3

Effective Date January 1, 2020

AMENDMENT

This Amendment modifies the Janitorial Services & Grounds Keeping Agreement, entered into the 28th day of December, 2010, between Oneida County ("COUNTY") a municipal corporation and the New York State Industries for the Disabled, Inc. ("CONSULTANT") a not-for-profit corporation, as follows:

1. Change in Services:
 - a. No Change.
2. Change in time of Performance:
 - a. The term shall be extended from December 31, 2019, for a period of six (6) months, until June 30, 2020.
3. Change in Consultant's Compensation:
 - a. Consultant shall receive \$136,444.25 each month, for a total amount of \$818,665.46, during the term of this extension. Said compensation is itemized in Exhibit A, attached hereto.

All other terms and conditions of the Janitorial Services & Grounds Keeping Agreement and previous amendments, not inconsistent with those contained herein, shall remain unchanged.

COUNTY

CONSULTANT

Anthony J. Picente, Jr.
County Executive



Meredith Hartman
Vice President Contract Administration

Date

2/6/2020

Date

Approved

Linda Bylica Lark
Assistant County Attorney

Exhibit A



Request for Price Concurrence

Date Sent: January 8, 2020

Contracting Agency: Oneida County

Customer Contact: Matthew Baisley

Job Title: Deputy Commissioner- Division of Buildings and Grounds

Street Address: 5999 Judd Road

City, State Zip: Oriskany, New York 13424

Phone: 315-793-6226 Fax# 315-768-6299 E-Mail: MBaisley@ocgov.net

PLEASE UPDATE
INFORMATION IF
NEEDED

Member Agency: Human Technologies Corp

Service: Janitorial

Location: 14 locations in Oneida County

Proposed Price: (1/1/2020-6/30/2020) 6 Month extension with the same terms, conditions and pricing: \$818 665 46 = 6 months

If a Renewal, Current Contract #: PO#'s 48305, 68242, 68734, 68882

Proposed Term: 1/1/2020-6/30/2020 (6 month extension)

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules. All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc. E-mail: kvanfonda@nysid.org
ATTN: Vanfonda, Katrina Phone: 518-463-9706
11 Columbia Circle Drive Ext.: 288
Albany, NY 12203-5156 Fax: 518-463-9706

Authorized Signature: _____
NYSID Account Representative Printed Name: Anthony J. Picente, Jr.
Tucci, Kathryn Job Title: County Executive
Date: _____

See attached documents in lieu of signed form



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

January 29, 2020

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

FN 20 20-097

PUBLIC WORKS

WAYS & MEANS

Dear Chairman Fiorini:

On September 11, 2019, your Board approved the purchase of 417 – 421 Main Street in the City of Utica with the passing of Resolution Number 284. On October 9, 2019, your Board approved Resolution 308 establishing Capital Project H – 594 – Demolition of the Brown Building.

Unfortunately, the demolition cost of the building came in higher than originally anticipated. Fortunately, the 2020 Budget included funding to help cover unforeseen cost just as this. Therefore, to complete the demolition and pay the contractors it is necessary to amend Capital Project H – 594.

With the amending of Capital Project H- 594, it is necessary to do a General Fund transfer to cover the increased funding necessary to complete the project.

I therefore request your Board’s approval of the following 2020 transfer for the General Fund:

TO:

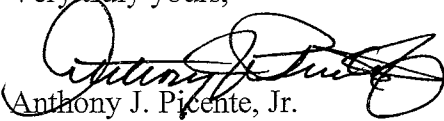
AA# A9950.9 Budget – Transfer to Capital Fund..... \$120,000

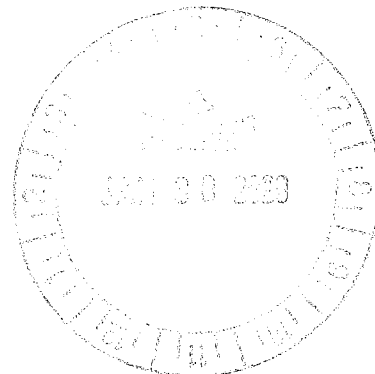
FROM:

AA#6414.495 Planning – Oneida County Regional Assistance..... \$120,000

Thank you for kind your attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive



CC: Comptroller
 County Attorney
 Budget
 DPW Commissioner



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

January 29, 2020

File # 20-098

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

PUBLIC WORKS

Dear Chairman Fiorini:

WAYS & MEANS

On September 11, 2019, your Board approved the purchase of 417 – 421 Main Street in the City of Utica with the passing of Resolution Number 284. On October 9, 2019, your Board approved Resolution 308 establishing Capital Project H – 594 – Demolition of the Brown Building.

Unfortunately, the demolition cost of the building came in higher than originally anticipated. Fortunately, the 2020 Budget included funding to help cover unforeseen cost just as this. Therefore, to complete the demolition and pay the contractors it is necessary to amend Capital Project H – 594.

I therefore request your Board’s approval to amend Capital Project H – 594 as follows:

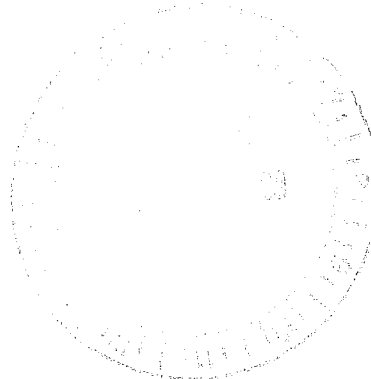
| | <u>Current</u> | <u>Change</u> | <u>Proposed</u> |
|---------------------------|----------------|---------------|-----------------|
| H – 594 – 5031 Trans/Genl | \$ 230,000 | \$ 120,000 | \$ 350,000 |

Thank you for your kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

CC: Comptroller
County Attorney
Budget
DPW Commissioner





ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

January 29, 2020

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

EN 20 - 20 - 099
PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente,

Enclosed is an agreement for professional consulting services with Eisenbach and Ruhnke Engineering, P.C.

On November 6, 2019, the Oneida County Board of Acquisition & Contract accepted a proposal from Eisenbach and Ruhnke Engineering, P.C. to prepare plans and specifications required to demolish a structure located at 417-421 Main Street in Utica with a proposed fee in the amount of \$48,000.00, plus project monitoring expenses. Project monitoring fees are expected to exceed \$2,000.00 therefore Board of Legislators approval of this agreement will be required. Funding would be provided through H594, Demolition of Brown Building. The term shall commence upon execution and terminate upon completion of the work, anticipated to be June 25, 2020.

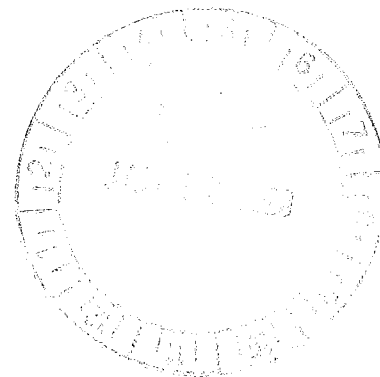
Please consider the enclosed contract and if acceptable forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 1/30/20

Oneida County Department: Public Works

Competing Proposal Only Respondent Sole Source RFP Other

ONEIDA COUNTY BOARD OF LEGISLATORS

| | |
|--|---|
| Name & Address of Vendor: | Eisenbach and Ruhnke Engineering, P.C. 291 Genesee Street Utica, NY 13501 |
| Title of Activity of Service: | Professional Consulting Services to demolish 417-421 Main Street |
| Proposed Dates of Operation: | Start on Execution – Project Completion Anticipated before June 25, 2020 |
| Client Population/Number to be Served: | N/A |

Summary Statements

1) Narrative Description of Proposed Services:

Consulting agreement to prepare plans and specifications required to demolish a structure located at 417-421 Main Street, Utica, with a proposed fee in the amount of \$48,000.00 plus project monitoring expenses. Project monitoring fees are expected to exceed \$2,000.00

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

3) Program Design and Staffing: N/A

4)Funding

| | |
|---|----------------------|
| Account #: | H-594 |
| Total Funding Requested: | \$50,000.00+ |
| Oneida County Dept. Funding Recommendation: | \$50,000.00+ |
| Proposed Funding Sources | Federal: \$0.00 |
| | State: \$0.00 |
| | County: \$50,000.00+ |
| | Other: \$0.00 |

Past Performance Data: N/A

O.C. Department Staff Comments: None

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

THIS AGREEMENT, Contract Number 96211, made as of the 6th day of November in the year 2019

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Oneida County
800 Park Avenue
Utica, NY 13501

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:

(Name, legal status, address and other information)

Eisenbach & Ruhnke Engineering, P.C.
291 Genesee Street
Utica, NY 13501

for the following Project:

(Name, location and detailed description)

Building Demolition
417-421 Main Street
Utica, NY 13501

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 SUPPLEMENTAL AND ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Exhibit A

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Exhibit A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To Be Determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To Be Determined

.2 Construction commencement date:

March 6, 2020

.3 Substantial Completion date or dates:

June 25, 2020

.4 Other milestone dates:

None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid compliant with New York State Law

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mark E. Laramie, P.E.
5999 Judd Road
Oriskany, NY 13424

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

New York State Department of State

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

None

.2 Civil Engineer:

None

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

None

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mark Ruhnke, P.E.
291 Genesee Street
Utica, NY 13501

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

None

.2 Mechanical Engineer:

None

.3 Electrical Engineer:

None

§ 1.1.11.2 Consultants retained under Supplemental Services:

Susan M. Anacker, Professional Land Surveyor

§ 1.1.12 Other Initial Information on which the Agreement is based:

Exhibit A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. Paragraph Deleted~~

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall ~~maintain~~ maintain, at its own expense, the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. The insurance carrier must have at least an A- (excellent) rating by A.M. Best and be qualified and admitted to do business in the State of New York.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage. 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.

§ 2.5.2 Automobile Liability covering vehicles owned, leased, hired, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

Init.

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Commercial Umbrella coverage with limits of at least Four Million Dollars (\$4,000,000) each occurrence, following form over the Commercial General Liability, with subrogation waived.~~

~~§ 2.5.4 Workers' Compensation at statutory limits, pursuant to statute.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit. Paragraph Deleted~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Architect shall maintain completed operations coverage for a period of three (3) years after completion.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Certificates shall be on forms approved by the Owner, and 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 Owner. Acceptance of the certificates shall not relieve the Architect of any of the insurance requirements, nor decrease the liability of the Architect. The Owner reserves the right to require the Architect to provide insurance policies for review by the Owner. The Architect grants the Owner a limited power of attorney to communicate with the Architect's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.~~

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction, as modified by Owner.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise

specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|--|
| § 4.1.1.1 Programming | <u>Not Provided</u> |
| § 4.1.1.2 Multiple preliminary designs | <u>Not Provided</u> |
| § 4.1.1.3 Measured drawings | <u>Not Provided</u> |
| § 4.1.1.4 Existing facilities surveys | <u>Architect</u> |
| § 4.1.1.5 Site evaluation and planning | <u>Not Provided</u> |
| § 4.1.1.6 Building Information Model management responsibilities | <u>Not Provided</u> |
| § 4.1.1.7 Development of Building Information Models for post construction use | <u>Not Provided</u> |
| § 4.1.1.8 Civil engineering | <u>Not Provided</u> |
| § 4.1.1.9 Landscape design | <u>Not Provided</u> |
| § 4.1.1.10 Architectural interior design | <u>Not Provided</u> |
| § 4.1.1.11 Value analysis | <u>Not Provided</u> |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | <u>Not Provided</u> |
| § 4.1.1.13 On-site project representation | <u>Not Provided</u> |
| § 4.1.1.14 Conformed documents for construction | <u>Not Provided</u> |
| § 4.1.1.15 As-designed record drawings | <u>Architect</u> |
| § 4.1.1.16 As-constructed record drawings | <u>Architect</u> |
| § 4.1.1.17 Post-occupancy evaluation | <u>Not Provided</u> |
| § 4.1.1.18 Facility support services | <u>Not Provided</u> |
| § 4.1.1.19 Tenant-related services | <u>Not Provided</u> |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | <u>Not Provided</u> |
| § 4.1.1.21 Telecommunications/data design | <u>Not Provided</u> |
| § 4.1.1.22 Security evaluation and planning | <u>Not Provided</u> |
| § 4.1.1.23 Commissioning | <u>Not Provided</u> |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | <u>Not Provided</u> |
| § 4.1.1.25 Fast-track design services | <u>Not Provided</u> |
| § 4.1.1.26 Multiple bid packages | <u>Not Provided</u> |
| § 4.1.1.27 Historic preservation | <u>Not Provided</u> |
| § 4.1.1.28 Furniture, furnishings, and equipment design | <u>Not Provided</u> |
| § 4.1.1.29 Other services provided by specialty Consultants | <u>Architect</u> |
| § 4.1.1.30 Other Supplemental Services | <u>Not Provided</u> |
| | |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.4 Architect shall complete a property survey of 417-421 Main Street, Utica, NY 13501 and provide a map and description prepared by a Licensed Surveyor.

4.1.1.15 Architect shall provide as-designed record documents in electronic format specified by Owner.

4.1.1.16 Architect shall provide as-built record documents in electronic format specified by Owner.

4.1.1.29 Architect shall identify, quantify, prepare plans/specifications for abatement of asbestos containing materials and provide abatement project monitoring services. Architect shall prepare plans and specifications for removal/disposal of petroleum bulk storage/chemical bulk storage (PBS/CBS) tank(s) and petroleum/chemical contaminated soil and provide project monitoring services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;

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- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Sixteen (16) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead

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and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner ~~a nonexclusive~~ an exclusive license to use the Architect's Instruments of Service ~~solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive Service. The Architect shall obtain similar exclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~ Service. The Architect shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the Owner upon request, free of charge. All such reproductions shall be the property of the Owner, whether or not the Project is completed.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 ~~Except as otherwise stated in Section 7.3, the~~ The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~ Paragraph Deleted

§ 8.1.3 ~~The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~ Paragraph Deleted

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

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arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

~~Litigation in a court of competent jurisdiction~~ Litigation in a New York State Court of competent jurisdiction or the Northern District of New York

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

~~§ 8.3 Arbitration~~ Section Deleted

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

~~§ 9.1~~ If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to ~~suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~ suspension.

~~§ 9.2~~ If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.3~~ If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

~~§ 9.4~~ Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

~~§ 9.5~~ The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

~~§ 9.6~~ If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~ termination.

~~§ 9.7~~ In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

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None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 ~~The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. In compliance with New York General Municipal Law Section 109, the Architect 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 the Owner.~~

§ 10.4 ~~If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. Paragraph Deleted~~

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§10.10 Independent Contractor Status

§10.10.1 For the purposes of this paragraph, the term "Independent Contractor" shall include the Architect, and any and all of its consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the Owner and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the Owner for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Owner by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Owner. Both the Owner 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.

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

§10.11 The Architect'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 the obligations hereunder. The execution and delivery by Architect's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Architect; no other action on the part of the Architect or any other person or entity is necessary to authorize the Architect's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

§10.12 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.

§10.13 Conflicts among this Agreement and the Exhibits shall be resolved in the following order of precedence:

§10.13.1 Exhibit B, Addendum – Standard Oneida County Conditions

§10.13.2 Any Contract Amendments, in reverse chronological order

§10.13.3 This Agreement

§10.13.4 Exhibit A, Initial Information

§10.13.5 Exhibit C, Architect Proposal

§10.14 To the fullest extent permitted by law, the Architect shall indemnify, defend, and hold the Owner harmless against any and all claims (including but not limited to claims asserted by any employee of the Architect and/or its subconsultants) 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 its performance and/or its subconsultants' performance of this Agreement or from the Architect's and/or its subconsultants' 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 paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification

obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Owner without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Owner either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Architect under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of this Agreement and the Owner's tendering of the final payment.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$48,000.00
- .2 Percentage Basis
(Insert percentage value)

()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

4.1.1.4: Compensation included in lump sum fee for Basic Services.

4.1.1.15: Compensation included in lump sum fee for Basic Services.

4.1.1.16: Compensation included in lump sum fee for Basic Services.

4.1.1.29: Compensation for asbestos containing material building survey, including ACM sample analysis, preparation of plans and specifications for abatement of asbestos containing materials, and preparation of plans and specifications for removal/disposal of petroleum bulk storage/chemical bulk storage (PBS/CBS) tank(s) and petroleum/chemical contaminated soil included in lump sum fee for Basic Services. Compensation for asbestos abatement project monitoring, including air sampling, and PBS/CBS tank and contaminated soil removal/disposal project monitoring, including soil sampling, shall be made on a time and materials basis for work completed utilizing billable rates established in Architects Proposal attached as Exhibit C.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Negotiated contract amendment.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | |
|------------------------------|-----------------------|--------|
| Schematic Design Phase | percent (| %) |
| Design Development Phase | percent (| %) |
| Construction Documents Phase | percent (| %) |
| Procurement Phase | percent (| %) |
| Construction Phase | percent (| %) |
| <hr/> | | |
| Total Basic Compensation | one hundred percent (| 100 %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit C

| | |
|-----------------------------|----------------------|
| Employee or Category | Rate (\$0.00) |
|-----------------------------|----------------------|

§ 11.8 Compensation for Reimbursable Expenses ~~Section Deleted~~

§ 11.8.1 ~~Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:~~

- ~~.1 Transportation and authorized out of town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, and standard form documents;~~
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, physical models, mock ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
- ~~.12 Other similar Project related expenditures.~~

§ 11.8.2 ~~For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.~~

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

None

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Statutory % per annum

~~**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. Paragraph Deleted~~

~~**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Paragraph Deleted~~

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Exhibit B, Addendum – Standard Oneida County Conditions

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

~~*(Insert the date of the E203–2013 incorporated into this agreement.)* Paragraph Deleted~~

- .3 Exhibits:

Init.

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A, Initial Information, two (2) pages

Exhibit B, Addendum – Standard Oneida County Conditions, fifteen (15) pages

Exhibit C, Architects Proposal, fifty three (53) pages

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Anthony J. Picente Jr.
Oneida County Executive
(Printed name and title)

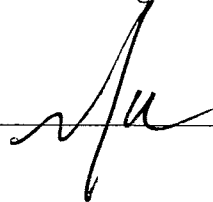


ARCHITECT (Signature)

Mark Ruhnke, P.E.
Vice President
(Printed name, title, and license number, if required)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Mark E. Laramie, P.E., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:26:33 ET on 12/09/2019 under Order No. 5714959917 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

Mark E. Laramie, P. E.
Deputy Commissioner
Division of Engineering
Oneida County D. P. W.

(Title)

12/9/19

(Dated)

Exhibit A

1. Initial Information

1.1. Project location is 417-421 Main Street, Utica, NY 13501.

1.2. Scope of Work shall include but not be limited to:

1.2.1. Demolish existing four (4) story structure. All foundations shall be removed below grade and site prepared to facilitate constructing a new parking area.

1.2.2. Abate all hazardous materials including asbestos, petroleum bulk storage/chemical bulk storage (PBS/CBS) tank(s), and petroleum/chemical contaminated soil.

1.2.3. Terminate all utilities.

1.3. Architects services shall include, but not be limited to, the following.

1.3.1.1. Provide a property survey, prepared by a Licensed Surveyor, and prepare necessary easements, including maps and descriptions, for work that must be performed on adjoining property.

1.3.1.2. Services shall be provided as required and defined in AIA Document B101-2017, modified by the County.

1.3.1.3. Perform pre-demolition asbestos containing material (ACM) survey.

1.3.1.4. Prepare plans and specifications for building demolition, disposal of ACM, removal/disposal of petroleum bulk storage/chemical bulk storage (PBS/CBS) tank(s), and disposal of petroleum/chemical contaminated soil.

1.3.1.4.1. Asbestos abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or Architect.

1.3.1.5. Prepare, submit application to NYSDOL, and secure approval for required asbestos abatement variances.

1.3.1.6. Provide Project monitoring/air sampling associated with abatement of ACM. All work shall be performed by a NYSDOL certified project monitor.

1.3.1.7. Provide Project monitoring/soil sampling associated with removal/disposal of petroleum bulk storage/chemical bulk storage (PBS/CBS) tank(s) and petroleum/chemical contaminated soil.

1.3.1.8. Prepare plans, specifications, and bid packages in compliance with New York State General Municipal Law.

1.3.1.9. Prepare all permit applications and secure all permits. The County shall pay all permit fees.

1.3.1.10. The Consultant's work shall be based on and comply with all current and applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority, in all respects.

1.3.1.11. The Consultant shall coordinate and attend bi-weekly project meetings during design, bid, and construction phases.

1.3.1.12. The Consultant shall provide electronic files and hard copies of all submittals, as-built drawings, and O&M manuals.

1.4. Payment for Services

1.4.1. Payments shall be based on work phases defined in AIA Document B101-2017, modified by County, as follows.

1.4.1.1. Pay Item 1. The Consultant shall be paid a lump sum fixed fee for Schematic Design, Design Development, Construction Documents, Bidding, Construction and As-Constructed Record Drawing phases. Payments shall be based on percentage of work completed.

1.4.1.2. Pay Item 2. The Consultant shall be paid on a time and materials basis for asbestos abatement project monitoring including air sampling, and PBS/CBS removal/cleanup monitoring including soil sampling. Payments shall be based hourly rates and unit prices established in this contract.

1.4.2. Separate payment(s) will not be made for reimbursable expenses. The cost of all reimbursable expenses shall be included in lump sum fees, not-to-exceed fees, established hourly rates, and unit prices.

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. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

October 10, 2019

Exhibit C

Mr. Mark Laramie, P.E.
Deputy Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424

Re: RFP Response: Building Demolition: 417-421 Main Street, Utica

Dear Mr. Laramie:

Eisenbach & Ruhnke Engineering (E&R) is pleased to submit this proposal for Professional Engineering Consulting Services for the above referenced project, as per the County's District's Request for Proposal, dated September 29, 2019.

E&R is a multi-disciplinary engineering firm that has provided services to private and public sector clientele since 1987. E&R began as a firm that concentrated on environmental engineering and has since broadened its service capabilities to include the following professional disciplines:


- Environmental Consulting
- Hazardous Materials Testing, Abatement Design and Management
- Building Demolition and Waste Stream Management
- Engineering Design and Project Management Services (Environmental, Civil, Energy, Mechanical and Electrical Design)
- Energy Performance Contract Design and Management
- Renewable Energy Development & Consulting (Solar, Wind & Geothermal)

We have extensive experience and a proven track record on demolition projects. Please see our project experiences in Section 11.0 in the attached qualifications package. In addition, attached is the cost proposal and specific items requested in your RFP.

I will be the primary contact for this project. I can be contacted at our office, by cell (315) 794-7944 or email mruhnke@erengpc.com.

Thank you for your consideration.

Sincerely,



Mark Ruhnke, P.E., C.E.M., C.E.A., C.M.V.P
Vice President
C 00-18-07

LIST OF ATTACHMENTS:

- A -List of Sub Consultants
- B - Proposed Schedule
- C - Fee Proposal
- D - RFP Exhibits Signed
- E - E&R Qualifications Package

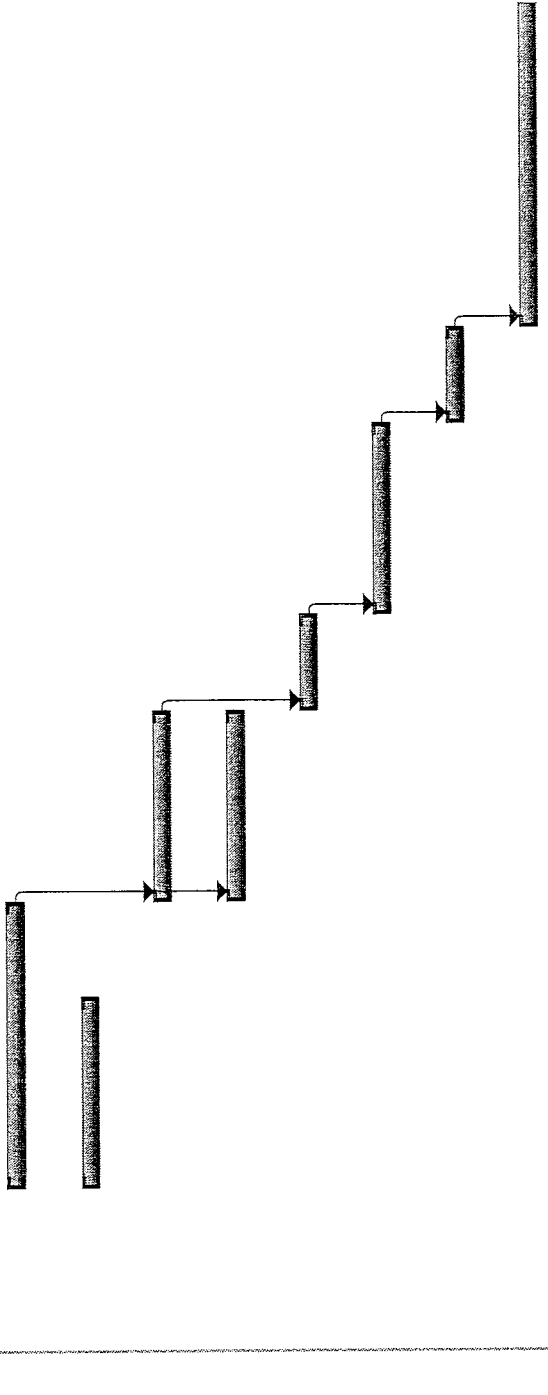
A –List of Sub Consultants

LIST OF SUB CONSULTANTS

1. **Susan M. Anacker Professional Land Surveyor**
NYS Certified WBE & DBE

B- Proposed Schedule

| | | | |
|--------------|---------|--------------|--------------|
| Materials | 30 days | Fri 11/1/19 | Thu 12/12/19 |
| Cost Study | 20 days | Fri 11/1/19 | Thu 11/28/19 |
| Document | 20 days | Fri 12/13/19 | Thu 1/9/20 |
| | 20 days | Fri 12/13/19 | Thu 1/9/20 |
| Final Review | 10 days | Fri 1/10/20 | Thu 1/23/20 |
| | 20 days | Fri 1/24/20 | Thu 2/20/20 |
| | 10 days | Fri 2/21/20 | Thu 3/5/20 |
| | 80 days | Fri 3/6/20 | Thu 6/25/20 |



C- Fee Proposal

Fee Proposal

We submit the following fee proposal for Professional Consulting Services to complete all services identified in the PROJECT DESCRIPTION and SCOPE OF SERVICES section of this Request for Proposal, upon the terms and conditions contained herein:

| Pay Items Per Paragraph 5. Payment for Services | | |
|--|--------------|--|
| Pay Item | Unit Price | Unit, Description |
| 1 | \$ 48,000.00 | Lump Sum Fee |
| 2.0 | \$ 65.00 | Hourly Rate, Asbestos Abatement Project Monitor |
| 2.1 | \$ 70.00 | Overtime Hourly Rate, Asbestos Abatement Project Monitor |
| 2.2 | \$ 65.00 | Hourly Rate, PBS/CBS Removal/Cleanup Monitoring |
| 2.3 | \$ 70.00 | Overtime Hourly Rate, PBS/CBS Removal/Cleanup Monitoring |
| 2.4 | \$ 8.00 | Each, Air Sample (PCM)* |
| 2.5 | \$ 150.00 | Each, Lab Analysis for Soil Method 8260 |
| 2.6 | \$ 225.00 | Each, Lab Analysis for Soil Method 8270 |
| 2.7 | \$ 300.00 | Each, Lab Analysis for Soil Method CP-51 |
| 2.8 | \$ 75.00 | Day, PID Meter Rental |
| *- Unit price shall include all labor, equipment, materials, testing, and reporting. | | |

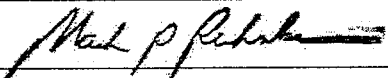
By signing below I hereby certify that I have the authority to offer this proposal to the County of Oneida for the above listed individual or company. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Submitted By

Eisenbach + Ruhnke Engineering, P.C.
 (Legal Name of Person, Firm or Corporation)

Name: Mark Ruhnke, P.E.

Title: Vice President

Signature: 

Date: 10/9/19

(SIGN AND RETURN WITH PROPOSAL)


Eisenbach & Ruhnke Engineering, P.C. Fee Schedule 2019 (02/26/19)

Reimbursable Expenses

Administrative expenses and travel expenses at cost (Mileage \$.45 per mile out of town travel)

Fee Schedule - Additional Services:

| <i>SERVICE</i> | <i>UNIT COSTS</i> |
|-----------------------------------|--------------------------------------|
| Principal | \$175.00/Hr. |
| Project Architect, Senior | \$135.00/Hr |
| Professional Engineer | \$125.00/Hr. |
| Project Engineer/Architect | \$ 110.00 /Hr. |
| Interior Designer | \$110.00/Hr |
| Architecture/Engineering Designer | \$95.00/Hr |
| Engineering Technician | \$ 85.00/hr |
| Senior Project Manager | \$ 125.00/Hr. |
| Project Manager | \$ 85.00/Hr. |
| Asbestos Project Monitor | \$ 75.00/Hr |
| Construction Manager | \$ 95.00/Hr |
| Inspector (Lead and Asbestos) | \$ 85.00/Hr. Regular , \$95/Hr. O.T. |
| Lead XRF Equipment | \$500.00 day rental |
| CADD Operator Level 1 | \$ 75.00/Hr. |
| CADD Operator Level 2 | \$ 90.00/Hr. |
| Administration | \$ 65.00/Hr. Regular , \$55/Hr. O.T. |
| Photoionization Device (PID) | \$ 75.00/Day \$300/week |
| Land Survey Total Station | \$250/day |


Mike Ruhnke 2/4/19

D - RFP Exhibits Signed

Non Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive Bidding Certification.

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 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 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 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

therefore. 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 political subdivision, public department, agency or official thereof, 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 a 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 subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

Eisenbach and Ruhnke Engineering, P.C.
(Legal Name of Person, Firm or Corporation)

Name: Mark Ruhnke, P.E.

Title: Vice President

Signature: *Mark P. Ruhnke*

Date: 10/9/19

(SIGN AND RETURN WITH PROPOSAL)

Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By

Eisenbach + Ruhnke Engineering, P.C.
(Legal Name of Person, Firm or Corporation)

Name: Mark Ruhnke P.E.

Title: Vice President

Signature: 

Date: 10/9/19

(SIGN AND RETURN WITH PROPOSAL)

Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

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

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

Submitted By

Eisenbach + Ruhke Engineering, P.C.
(Legal Name of Person, Firm or Corporation)

Name: Mark Ruhke P.E.

Title: Vice President

Signature: 

Date: 10/9/19

(SIGN AND RETURN WITH PROPOSAL)

1

Statement on Sexual Harassment in Accordance with New York State Law

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Submitted By

Eisenbach + Ruhnke Engineering, P.C.
(Legal Name of Person, Firm or Corporation)

Name: Mark Ruhnke, P.E.

Title: Vice President

Signature: 

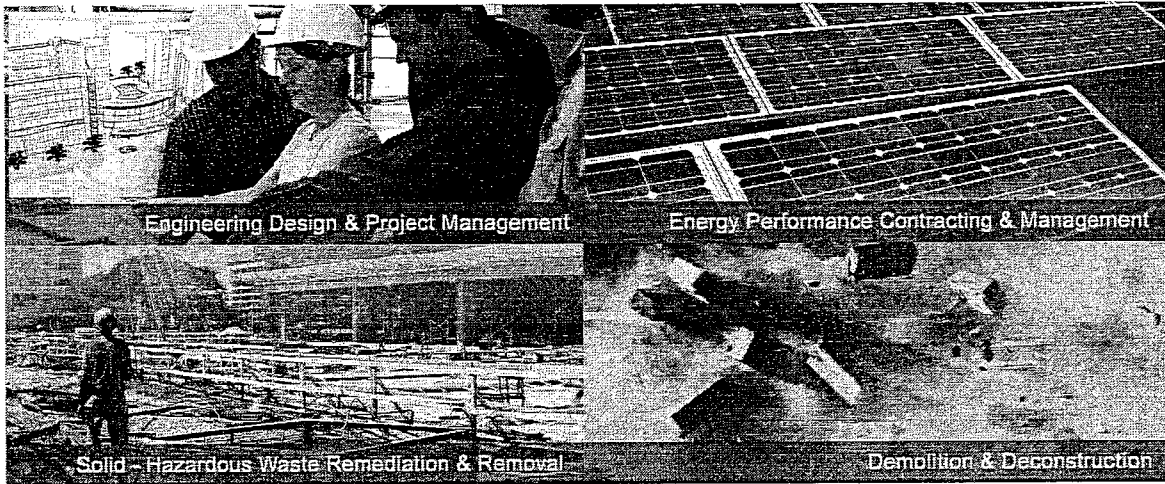
Date: 10/9/19

(SIGN AND RETURN WITH PROPOSAL)

E - E&R Qualifications Package

STATEMENT OF QUALIFICATIONS
for
EISENBACH & RUHNKE ENGINEERING, P.C.

(www.ERENGPC.com)



Prepared For: **Oneida County Department of Public Works**

RFP: **Building Demolition 417-421 Main St Utica, NY 13501**

Date: **October 10, 2019**

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 - MECHANICAL
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1.0 COMPANY PROFILE

Eisenbach & Ruhnke Engineering, P.C. (E&R) is a multi-disciplinary engineering firm that has provided services to private and public sector clientele since 1987. Since E&R's inception as an environmental engineering company, E&R has broadened its service capabilities by integrating various complimentary disciplines through in-house staff and network development. Disciplines currently represented by E&R include:

- Engineering Design and Project Management Services (Architectural, Civil, Mechanical, Electrical Design, Energy Efficiency, and Environmental)
- Solar Power & Sustainable Energy Design & Development (Net Zero Facilities)
- Energy Performance Contract Design and Management
- Energy Auditing
- Environmental Consulting, Assessments, Remediation and Management
- Hazardous Materials Testing, Abatement Design and Management
- Health and Safety Programs, O.S.H.A. Compliance Audits and Management
- EPA and NYSDOH Certification Training (offered through sister company Pathway Environmental, LLC)

2.0 ENGINEERING DESIGN AND PROJECT MANAGEMENT SERVICES

E&R's team of in-house personnel, and regional network, provides a resource of experienced professionals in engineering, architecture, civil, mechanical, electrical, sustainable energy, energy efficiency, and environmental. Our team can cost effectively design and develop a multi-discipline project, contract it, and manage it through construction, and commission it.

The majority of our services are provided to New York State Public Schools. E&R's projects include new construction, facility renovations, additions, modifications, upgrades, retrofits, remediation and asset restoration.

E&R's Engineering design services include planning, developing plans and specifications, competitive public and private bidding, developing and managing contracts, and managing construction and remediation projects. E&R's experts are skilled at leading and executing highly successful, multidisciplinary projects. We have provided innovative engineering and design solutions to clients for more than 30 years.

3.0 SOLAR POWER & SUSTAINABLE ENERGY

E&R's innovative history and core business philosophy has allowed us to emerge as a leader in New York State in the development of Net Zero Energy facilities. Our portfolio of projects include two of the largest NYS Public School Net Zero Facilities. These districts have invested in their own solar photovoltaic systems (2.4MW & 1.7WM) and have made the school district campuses completely Net Zero Energy users, with significant carbon pollution reduction. In addition, E&R has successfully developed large scale, grid connected, Battery Energy Storage Systems (BESS). These systems reduce peak loads and grid demand, which are encouraged and incentivized by the utilities. These systems save owners money, reduce demand on the utilities, and directly reduce carbon pollution.

E&R's involvement with new construction and renovations include changing mechanical systems to carbon free Geothermal/ Electric heating and cooling, and provide the electricity for the facility with solar via onsite or with community solar agreements. These solutions are allowing new and renovated facilities to integrate long term sustainable energy solutions, reducing costs and pollution. E&R's growing portfolio of Net Zero Energy projects built, and under development, are proving that Net Zero Energy facilities and campuses are a reality.

4.0 ENERGY PERFORMANCE CONTRACT DESIGN AND MANAGEMENT

Eisenbach & Ruhnke Engineering, P.C. (E&R) has worked with and designed Energy Performance Contracts since 1995. We have been involved with every aspect of implementing Energy Performance Contracts; including preparing requests for proposals, evaluating energy service company responses, developing designs, selecting facility improvement measures, executing approved contracts and supervising construction.

E&R has worked on projects at various types of facilities including school districts, colleges, county office buildings, medical facilities and airport buildings. The primary focus of most of our work is public schools in New York State. We have worked with the NYS Education Department (NYSED) on many projects and are knowledgeable of all the laws, requirements and paperwork required to obtain project approvals. E&R was chosen as the first independent reviewer of Energy Performance Contract submissions by the State Education Department. This was in recognition of E&R's experience and knowledge of the process, and has allowed the education department to reduce review time and expedite projects through the state's system.

E&R tries to incorporate clean alternative energy components in the performance contracts when conditions allow. We are committed to reducing energy use, providing cleaner renewable energy sources and reducing our nation's dependence on foreign oil.

Please refer to the project experience section for details on some of our most recent projects.

ENERGY PERFORMANCE CONTRACTING PROCESS OUTLINE

WHAT IS AN ENERGY PERFORMANCE CONTRACT?

- IT IS A LEASE PURCHASE, NOT A CAPITAL PROJECT.
- ALL WORK COMPONENTS CONTEMPLATED IN AN ENERGY PERFORMANCE.
- CONTRACT MUST SAVE ENERGY. SOME ADDITIONAL SAVINGS, SUCH AS REDUCED MAINTENANCE COSTS, CAN BE CLAIMED AS WELL.
- ALL WORK COMBINED IN THE ENERGY PERFORMANCE CONTRACT MUST HAVE A FINANCIAL PAY-BACK OF WITHIN 18 YEARS, WITHOUT INCLUDING THE BUILDING AID COMPONENT IN THIS CALCULATION.
- BUILDING AID CAN BE USED TO COVER THE INTEREST COSTS FOR THE LEASE FINANCING.

GUARANTEES

THE ENERGY PERFORMANCE CONTRACTOR GUARANTEES THAT THE ENERGY SAVINGS PREDICTED WILL PAY FOR THE COST OF THE PROJECT. IF THE ENERGY SAVINGS DO NOT MATERIALIZE, THE ENERGY PERFORMANCE CONTRACTOR IS RESPONSIBLE FOR ANY SAVINGS' SHORTFALL. THE DISTRICT BORROWS THE FUNDS TO PAY FOR THE PROJECT. THEY ARE THEN REPAID FROM THE ENERGY SAVINGS OVER A 15 YEAR TERM. THE ENERGY PERFORMANCE CONTRACTOR PROVIDES A GUARANTEED FIXED PRICE TO COMPLETE ALL WORK. THERE ARE NO CHANGE ORDERS DURING CONSTRUCTION.

5.0 ENERGY AUDITING

Eisenbach & Ruhnke Engineering, P.C. (E&R) has performed and reviewed multiple energy audits as part of guaranteed energy performance contracts since 1995. E&R also performs comprehensive energy audits for public, commercial and private clients.

6.0 ENVIRONMENTAL CONSULTING, ASSESSMENT, REMEDIATION AND MANAGEMENT SERVICES

E&R provides engineering services for environmental consulting, environmental remediation; environmental audits of industrial facilities, management of environmental compliance programs, property assessments for financial institutions and transactions, assessment of abandoned industrial sites (Brownfields) for re-development and remediation.

ENVIRONMENTAL COMPLIANCE AUDITS

An environmental audit is a management tool which manufacturing and industrial plants can utilize to determine their environmental performance. The audit checks the facility's compliance with various environmental systems such as emission limits, effluent standards, and waste management practices. Completion of the audits can assist the facility in avoiding potentially large penalties for noncompliance, in negotiating less exhaustive and expensive insurance parameters, in promotion of awareness of liabilities which affect decisions to purchase, sell or lease the facilities, and in compliance with the Securities and Exchange Commission Rules requiring firms to periodically report current and future expenditures for environmental compliance.

E&R conducts environmental audits, involving a variety of source specific areas, in a thorough, methodical, and timely manner.

Air Pollution

Sources of air pollution are identified. Control devices, installed to reduce emissions, are evaluated to determine their effectiveness. State and federal regulations governing the facility are identified and reviewed.

Solid and Hazardous Waste

Individual waste generated, generation rates, management techniques, and disposal methods are identified. State and federal regulations are reviewed to identify plant compliance and noncompliance.

Water Pollution

Regulated discharge points are identified and reviewed. They may either be direct discharges through NPDES points or indirect discharges through a local publicly owned treatment works. Storm water runoff is evaluated. Uncontaminated run off from parking lots, roofs, and other areas of the plant rarely requires specific permitting, but the potential for contamination exists if runoff has access to storage piles, loading areas, and other process areas. Wastewater inventory is identified and compiled. The operation and maintenance of on-site industrial or wastewater treatment plant(s) is reviewed.

Spill Prevention

The facility's spill prevention control and countermeasures (SPCC) plan is reviewed and evaluated.

PCBs

The facility's PCB Compliance Program is reviewed and evaluated.

ENVIRONMENTAL SITE ASSESSMENTS

E&R provides environmental assessments for real estate transfers and financing of properties. These assessments are completed according to ASTM and industry standards, using a three-phase approach to evaluate the environmental conditions. The goal and direction of each phase is dependent upon the data gathered and conclusions/recommendations developed in the preceding phase.

Phase I

A site inspection identifies areas (grounds and structures) where suspected contamination may exist. The property owners and/or managers are questioned to determine the current and historical uses of chemicals and petroleum at the site. A limited investigation is also conducted of adjacent properties to determine if the site has been impacted from these surrounding properties. Through interviews and historical records researched, E&R identifies how and what the site was historically used for. Regulatory records are checked to determine if spills or other environmental problems have occurred and have listed the site or abutting properties as impaired. An evaluation is made of results gathered during the investigation and a report is generated which outlines conclusions and recommendations. If the site is suspected of being adversely impacted from past use or neighboring properties, a Phase II is then recommended.

Phase II

If contamination is suspected, a site investigation consisting of sampling and laboratory analysis is performed to ascertain if environmental impairments are present at the site. Soil and groundwater samples are collected and analysis is performed to determine type and degree of contamination. Sample results are then utilized to determine migration probabilities and develop remediation strategies and cost estimates.

Phase III

Exposure assessments and risks are calculated based on site conditions. Remediation plans are then developed to meet cleanup objectives and eliminate health and environmental risks. During the remediation phase, sampling is completed to ensure the objective of the remediation has been met and risks have been controlled. Detailed engineering reports are developed upon completion that document the remediation work and the remaining environmental conditions.

BROWNFIELDS ASSESSMENT AND SITE DEVELOPMENT

E&R provides environmental evaluations of old industrial sites (Brownfields) that are abandoned and/or underused. E&R's experienced environmental professionals determine the environmental impairments present and risks presented by the contaminants. Remediation plans are developed based on site future uses and associated risks. E&R's detailed engineering work supports the legal Record of Decision (ROD) identifying the required cleanup and redevelopment plans. E&R's full range of engineering services and professional certification allow us to provide project leadership and turnkey services for re-development.

VOLUNTARY CLEANUP AGREEMENTS

E&R has guided multiple clients through a Voluntary Cleanup Agreement with the New York State Department of Environmental Conservation (NYSDEC). Using these programs clients could develop a stipulated scope of work and determine a finite expense to the environmental liability for the property. The property could then be transferred and sold with the liabilities included in the purchase/selling price.

REMEDIATION MANAGEMENT

E&R provides quality, cost effective remediation management for various types of hazardous materials cleanup, design of remediation specifications, including development of site safety and health plans. Contract awards, overall project supervision and project close-out are services provided in association with underground storage tank removal, PCB contamination, and leached or containerized hazardous materials. Emergency response to environmental spills is also provided. From initial assessment of soil, water and air contamination through initiation of remediation implementation and product disposal, E&R manages each phase of the cleanup process for its clients.

BUILDING DEMOLITION

The New York State Department of Labor (NYS DOL), the NYS Department of Environmental Conservation (NYS DEC) and the U.S. Environmental Protection Agency (USEPA) have regulations that govern the demolition of buildings. These complex regulations are designed to prevent the release of hazardous air contaminants and improper disposal of waste streams during building demolition. The regulations go as far as telling the owner of the building how the contract needs to be bid for demolition. E&R's licensed, experienced environmental engineers can provide a complete demolition contract with abatement plans, demolition plans, required regulatory variances, contract administration and field services.

E&R has an experienced group of licensed environmental engineers with extensive experience in building demolition. This group can develop strategies for abatement, demolition, waste management and other issues as they arise during demolition.

INDOOR AIR QUALITY

The purpose of Indoor Air Quality (IAQ) investigations in relation to what is commonly referred to as "Sick Building Syndrome", is to identify and control potentially hazardous or nuisance particulate materials and chemicals. Identification is accomplished by sample screening methods that analyze using electron microscopy for heavy metals, organic particulates, and hazardous fibers. Also, direct read instruments are used to monitor carbon dioxide, temperature and humidity which are considered to be indicator parameters. These analyses are performed as a screening technique to identify potentially hazardous materials. Settled dust analyses, as part of an IAQ survey, can delineate the presence of mold spores, pollen, lead, and other heavy metals, along with fibrous materials such as asbestos, fiberglass, or refractory ceramic fibers. Particle morphology, composition, and associations supplied by electron microscopy analysis can also promote a source determination of the materials. Once identified, E&R works to provide timely and effective solutions to reduce or remove occupant exposure.

MOLD ASSESSMENT AND REMEDIATION

E&R's experienced group of licensed environmental engineers scientists are experienced in large scale mold assessments and remediation projects. This group can assess and develop an effective remediation work plan following accepted industry standards; EPA and NYCDOH guidelines.

7.0 HAZARDOUS MATERIALS TESTING, ABATEMENT DESIGN AND MANAGEMENT SERVICES

Hazardous Materials (Asbestos, Lead and PCBs) in buildings can be a challenge for building owners, and proper management is a necessity. E&R provides a full range of consulting services including inspection, operation and management plan preparation, response action and cost estimate determination, abatement design, project management and compliance monitoring, and public relations assistance.

INSPECTION

E&R's Industrial Hygiene staff has completed numerous asbestos and lead-based paint surveys for school systems, municipal housing authorities, medical facilities, office buildings, industry, and residences. These surveys have included thorough building inspections, bulk sampling, hazard assessment, and remedial recommendations. A building owner's first step to developing a management tool for maintenance of the asbestos-containing materials and lead-based paint in their building is a detailed survey.

OPERATION AND MANAGEMENT PLANS

Managing asbestos and lead-based paint in any building is a complex and time consuming effort. E&R works with clients in developing site-specific operation and management plans. The plans involve technical application of the inspection results to development of maintenance, repair and abatement procedures, personnel training, building occupant notification, record keeping, hazard monitoring, and cost estimates. E&R can integrate these surveys and management plans into a computer-based, electronic management system. The system can be used by facility staff to simply identify where the hazardous materials are by looking at a digital floor plan, clicking an icon (symbol) on the computer screen and a full list of hazardous materials is presented for that space on the computer. The system can be used for developing work orders and managing the hazardous materials during maintenance of facilities.

RESPONSE ACTIONS AND COST ESTIMATES

Based on the results of the survey and in consultation with the client, E&R will develop a series of response action recommendations. These can range from monitoring the materials and performing repairs, to abatement of serious hazards when appropriate. Once response recommendations are formulated, cost estimates and priority schedules can be compiled.

ABATEMENT DESIGN

E&R is highly qualified to provide accredited abatement design and technical services. E&R has successfully completed several hundred abatement design contracts including projects for New York State Authorities, municipal agencies including city and county governments, public and private education systems, medical facilities, industrial facilities, and private companies. Projects are designed to work within the constraints of a given operation to minimize inconvenience and expense. Electrical, mechanical, and architectural design services are also available via a network of associated ties.

PROJECT MANAGEMENT AND COMPLIANCE MONITORING

Project Management and Compliance Monitoring are functions provided by E&R to allow the client more freedom from daily contact with the contractor performing abatement work. Inclusive of this service, E&R prepares paperwork related to contractor invoices, change orders, and all contractual matters as authorized by the client. E&R also conducts pre-bid, pre-construction, and progress meetings throughout the project. Air sampling and compliance monitoring during the actual abatement phase of the project consists of the collection of regulatory compliance samples and enforcement of regulatory

and specification mandates. Project management combined with compliance monitoring provides a total service to the client with maximal utility for a cost efficient, timely, and safely executed project.

PUBLIC RELATIONS

E&R is aware that conducting asbestos surveys or managing abatement projects may cause concern for building occupants and neighboring or community entities. We have developed effective programs, including public and employee presentations, for informing facility and community residents of work anticipated and protective systems to be utilized.

LEAD-BASED PAINT TESTING AND ABATEMENT DESIGN

Renovation work requires complying with the lead regulations. E&R can provide comprehensive surveys for lead-based paint, remediation design, specification preparation, abatement supervision, and air monitoring. Below is a brief summary of the convoluted rules;

All contractors must comply with OSHA to reduce worker exposure to lead paint during renovation work. All contractors are to comply with U.S. EPA 40CFR 745.80; Lead-Renovation, Repair, and Painting Program (Lead Renovator Rule). These regulations require contractors performing renovations, repair and painting projects that disturb lead-based paint in child-occupied facilities, built before 1978, shall be certified and follow specific work practices to prevent lead contamination. The contractor must be certified by EPA (Firm Certification) as a certified renovator and the work must be directed by a trained and certified contractor (individual certification). In school buildings, these rules apply to buildings or portions of buildings built before 1978 that house Pre-K, Kindergarten or 1st Grade, including those common areas routinely used by children under 6 such as corridors, toilet rooms, gyms and cafeterias. Minor repair and maintenance work that will disturb less than 6 sq ft per room interior, or 20 sq ft exterior, excluding window replacement is exempt.

Remediation design, specification preparation, abatement supervision, and air monitoring are provided.

LABORATORY SERVICES

E&R has developed strong ties with modern analytical laboratories with experienced professional microscopists. They provide a broad scope of asbestos quantification and identification capabilities. Specific capabilities include air sample analysis by phase contrast microscopy (PCM) and transmission electron microscopy (TEM) and bulk sample analysis by polarized light microscopy (PLM) and TEM confirmation for non-friable organically bound materials. The laboratories are fully accredited by the New York State Department of Health in analysis of emissions and materials for asbestos.

E&R also has developed strong ties with fully accredited laboratories for analysis of environmental samples. Through these laboratory networks, E&R is able to offer a complete environmental service package to our clients.

8.0 HEALTH AND SAFETY PROGRAMS/ INDUSTRIAL HYGIENE

O.S.H.A. SAFETY COMPLIANCE PROGRAM DEVELOPMENT AND MANAGEMENT

E&R has developed programs and manages health & safety and industrial hygiene services to protect an employer's most valuable resource - its employees. A growing health and safety awareness has created a keen realization for many employers that management's approach to the health and safety of their work environment impacts their employees, the efficiency of production, and the quality of the end product

E&R offers turnkey approaches to health and safety management. These approaches are designed to be responsive to our client's needs in order to minimize liabilities and claims such as work place injury and illness. This goal is achieved by increasing the awareness and knowledge of employers and employees about health and safety; and by providing employer's guidance in how to achieve regulatory compliance.

E&R maintains a staff of health and safety professionals knowledgeable and experienced in the management, evaluation and development of:

- on-site audits and third party evaluations
- job safety analysis (JSA)
- health and safety programs
- record keeping and reporting systems
- hazard communication programs/training
- respiratory protection programs/training/fit testing
- personal protective equipment (PPE)
- hearing conservation programs
- fall protection programs
- confined space entry procedures/training
- lockout/tagout procedures
- machine guarding
- industrial hygiene surveys for chemical exposures, noise, and radiation
- lead abatement
- laboratory safety
- process hazard review
- chemical information and communication systems (MSDS, labels, etc.)
- worker right-to-know seminars
- air toxins sampling and evaluations
- heat stress evaluations
- on-site/customized training

9.0 TRAINING

Through a network of professional and in-house staff of certified environmental trainers, E&R provides its clients with a wide variety of environmental training courses. Courses offered include USEPA and NYSDOH certified asbestos disciplines, USEPA Lead-Based Paint Renovation Repair and Painter (LRRP) training, OSHA hazardous material training, hazardous communications training, right-to-know, and various OSHA compliance curriculum.

10.0 RESUMES OF KEY PERSONNEL

Main: 291 Genesee Street . Utica, New York 13501 . 315.735.1916 . Fax 315.735.6365 www.erenqpc.com
Sub Office: 45 Knollwood Road . Elmsford, New York 10523 . 914.592.0005 . Fax 914.592.1717



MARK P. RUHNKE, P.E., C.E.M., C.E.A., C.M.V.P.

PRINCIPAL



AREAS OF SPECIALIZATION

Engineering and Project Development/Management, including Capital Projects, Environmental Engineering, Solar Project Development, Civil Engineering, Mechanical Systems, Energy Performance Contracting, Building Demolition, Environmental Site Assessments, and Environmental Remediation.

EXPERIENCE

Mr. Ruhne is a Professional Engineer in New York and a Certified Energy Manager (C.E.M.) with more than 20 years of professional experience. Mr. Ruhne serves as an Engineer of Record on multi-disciplined public and private projects. Projects include capital building projects, energy performance contracts, building renovations, building demolition, solar PV systems, battery energy storage, mechanical design, environmental brownfields redevelopment, remediation programs, environmental site assessments, subsurface investigations, environmental permitting, mold remediation, civil site design, building demolition including contract preparation and waste stream management, radon and vapor intrusion mitigation, industrial health and safety program development and management, indoor air quality studies, hazardous materials testing (lead, asbestos & PCBs) and abatement design. Responsibilities also include the direction and coordination of marketing and sales functions, client contacts, administrative duties and environmental training.

EDUCATION

B.S. Environmental and Resource Engineering – 1993

State University of New York College of Environmental Science and Forestry at Syracuse University

LICENSES, CERTIFICATIONS AND AFFILIATIONS

Professional Engineer (P.E.), New York State-License #077508

Certified Energy Manager (C.E.M.), Association of Energy Engineers – Cert#21073

Certified Energy Auditor (C.E.A.), Association of Energy Engineers – Cert#1646

Certified Measurement and Verification Professional (C.M.V.P.), Association of Energy Engineers

National Environmental Health Association (N.E.H.A.) Certified Radon Mitigator

OSHA 40-Hour Hazardous Waste Operations Training (HAZWOPER)

Certified NYSDOH Trainer in EPA Asbestos disciplines

Certified USEPA Lead-Based Paint Risk Assessor and EPA LBP-RRP Trainer

Mold Assessment and Remediation – North Carolina NIOSH Sponsored Education and Research Center 16 P.D.H

RESUME

JACK I. EISENBACH, P.E. PRESIDENT
SR. PRINCIPAL



AREAS OF SPECIALIZATION

Energy Performance Contract Design & Oversight, Building Renovation Design, Construction Administration, Building Commissioning, Environmental Site Assessments, Environmental Impact Statements, Environmental Compliance Audits, Asbestos Management and Remediation Design, Demolition, Civil Engineering, Hazardous Waste, Occupational Safety, Air Monitoring and Sampling, Employee Training, and Indoor Air Quality

EXPERIENCE

Mr. Eisenbach is the president and founder of Eisenbach & Ruhnke Engineering, P.C. He is a Professional Engineer (PE – New York, New Jersey, Massachusetts, Connecticut and Pennsylvania Accredited) with more than thirty years of professional experience. Mr. Eisenbach is a member of The National Society of Professional Engineers and the Association of Energy Engineers, and is responsible for overall direction of business operations, including oversight of all projects.

Projects include design of plans for energy performance contracts, building renovations, SED submissions, mechanical and electrical design, HVAC system design, preparation of asbestos and hazardous material remediation and management plans, environmental due diligence, site and impact assessments, site remediation investigations, underground storage tank removal, lead paint studies, and indoor air quality audits. Responsibilities also include the direction and coordination of all marketing and sales functions, client contacts, administrative duties, employee relations and purchasing.

Prior to founding Eisenbach & Ruhnke Engineering, P.C., Mr. Eisenbach was responsible for design and renovation supervision for construction of a new mission center in New York City. This included full responsibility for construction program development, architect and contractor hiring, project coordination, and renovation supervision.

While employed by The Broome County Department of Public Works in Binghamton, New York, Mr. Eisenbach acted as Senior Engineer and directed a department of 22 employees. All county facilities, including airports, colleges, nursing homes, garages and roads were Mr. Eisenbach's responsibility.

Mr. Eisenbach also acted as Transportation Planner for a Binghamton Metropolitan Transportation Study. Directing a staff of 6, Mr. Eisenbach directed metropolitan planning in preparing highway plans for road and transit improvements. Projects included capital improvement programs and coordination of state and federal programs.

EDUCATION

M.E. Transportation 1975
Rensselaer Polytechnic Institute, Troy, New York

B.S. Civil Engineering 1975
Rensselaer Polytechnic Institute, Troy, New York

REGISTRATIONS AND AFFILIATIONS

Professional Engineer (New York, New Jersey, Massachusetts, Connecticut, Pennsylvania)
Certified Energy Auditor
Certified Energy Manager
Certified Building Commissioning Professional
Certified Green Building Engineer
Certified Measurement and Verification Professional
Certified AHERA Inspector and Management Planner
Certified New York State Asbestos Project Designer
American Society of Civil Engineers
National Society of Professional Engineers
Association of Energy Engineers

ANGELA CORRELL
SENIOR PROJECT MANAGER



AREAS OF SPECIALIZATION

Project Administration and Management, Proposal Development, Project Specification Coordination and Preparation, Hazardous Materials Project Estimating, Design Coordinator, Energy Performance Contract Documents Development, Hazardous Materials Consulting, Assessment, Inspection and Design.

EXPERIENCE

Ms. Correll has over 28 years experience with Eisenbach & Ruhnke Engineering performing all levels of Project Management. She has performed project inspections, design and management at various public and private facilities throughout the state. Performs Project Administration including: estimating; preparation of design documents; bidding; issuing contracts; project meetings; changes in the work; scheduling; coordinating between Architects, other Engineering disciplines and Building Owners; approving applications for payment and obtaining necessary contractor submittals to support the project. She is also responsible for field scheduling and office oversight including hiring staff, employee supervision, employee benefit plans, and insurances.

CERTIFICATIONS/EDUCATION

Asbestos Designer
AIA Contract Document Preparation
Asbestos Inspector
Management Planner
Project Monitoring
Training Instructor
OSHA 40 Hr. Spill Response Training

AFFILIATIONS

Member of PACNY

BRETT SAUNDERS

MECHANICAL DESIGN



AREAS OF SPECIALIZATION

Product Engineering & Design, Finite Element Analysis (FEA), Lean Six Sigma (LSS), Heating, Ventilation, and Air Conditioning (HVAC) Design, Plumbing System Design, Electrical & Generator Systems Design, Fire & Security Safety System Design and Project Management.

EXPERIENCE

Mr. Saunders is a Mechanical Design Engineer with multiple years of experience as a Process and Design Engineer. Mr. Saunders has over 20 years of experience in various building and construction trade industries and at various positions including all levels of management. Mr. Saunders is a member of the American Society of Mechanical Engineers.

Projects include the design of a variety emergency, stand-by and backup generator systems with related electrical systems. Commercial, and residential safety systems, including but not limited to surveillance systems (closed circuit & wireless), mixed sensor redundancy systems (PIR, photobeam, shock, ultrasonic), automated & remote activation/notification systems, wet and dry fire protection systems. Product design, simulation and testing, project analysis (LSS-DMAIC, LCA, ROI, R&D), process engineering, and project management. Commercial, industrial, and residential electrical, HVAC, and plumbing systems design. Product/component FEA and simulation

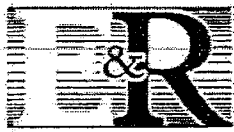
Prior to joining Eisenbach & Ruhnke Engineering, P.C., Mr. Saunders was a consultant to private small businesses for engineering and product design, process design and control, and Lean Six Sigma development and implementation. Previous endeavors include owning and managing other small local businesses including a landscaping business specializing in, but not limited to the design, installation and maintenance of low voltage landscape lighting, commercial and residential irrigation systems, and inter-locking pavers. Other entrepreneurial adventures included owning a medical resupply business serving fast food and industrial companies and co-owner of an ambulance services. Mr. Saunders was responsible for all facets of business operations including, budgeting and accounting, management, business development networking and marketing, and strategic planning. Mr. Saunders has been an adjunct lecturer and continues to instruct aspiring engineering students at School of Engineering – SUNY Polytechnic Institute in various mechanical engineering courses.

EDUCATION

B.S. Mechanical Engineering Technology
SUNY Institute of Technology, Utica, New York

AFFILIATIONS

American Society of Mechanical Engineers
Tau Alpha Pi – Engineering National Honor Society
Phi Beta Kappa – National Honor Society
New York State Free and Accepted Masons
Eagle Scout – Boys Scouts of America



MATTHEW INMAN MANAGER OF ENVIRONMENTAL SERVICES RESUME

AREAS OF SPECIALIZATION

Project Management

Asbestos - Testing and design of asbestos projects, CAD, project management, oversight of remediation activities, development and continued oversight of District-Wide AHERA programs, and correspondence (IE: Sample reports, monitoring reports, project letters).

Mold – Testing, assessment and remediation oversight of mold impacted surfaces for clients.

Lead Based-Paint – Large-scale building inspections, data entry and report preparation.

PCB Soil/Caulk – Testing, remediation oversight, and report preparation.

Training – Training provider for Asbestos Supervisor/Laborer and Project/Air Monitor disciplines.

EXPERIENCE

Mr. Inman has 20 years experience performing design and project oversight for asbestos projects and the development of updated AHERA programs at public schools and other facilities in New York State. Mr. Inman has also supervised remediation projects of hazardous materials. Some of the more notable facilities include:

- Madison County Office Building (1999, 2000) – Oversight of remediation of multi-phase spray-on abatement.
- Wappinger Falls CSD (2002) – Oversight of emergency asbestos clean-up of 90% of the interior John Jay High School performed simultaneously by three separate abatement crews.
- Cornell University (2005) – Monitoring and Inspection services for Pike Construction for complete gut rehab of Mann Library.
- Cayuga Medical Center (2006) – Oversight and Project Management of complete abatement and demolition of the original facility by two asbestos contractors working simultaneously onsite.
- Yonkers PS (2013) – Oversight of asbestos and PCB abatement activities at Public School 13 with two separate abatement companies. The work involved the gut rehab of two additions to the building, including abatement of fireproofing in the crawlspace and removal of ceilings and flooring throughout. The PCB remediation project involved the removal of all windows in the building and abatement of PCB caulk containing hazardous levels of waste by a second abatement company.
- Project Management, Testing and Design of remediation projects, Oversight of District-Wide Abatement Projects including but not limited to Schalmont CSD (2005-Present), Mount Vernon (2017-2018), East Ramapo (2016-Present), Ardsley UFSD (2017)
- Complete revision of existing AHERA surveys, including implementation and updating of databases on and offline at the following schools – Newburgh CSD (2005), Utica CSD (2008), Whitesboro CSD (2009), Arlington CSD (2015), Mount Vernon CSD (2016)
- Lead Based Paint Surveys of complete facilities including but not limited to Newburgh Schools (District-Wide), Utica CSD (District-Wide), Progressive Environmental (HUD surveys across the state), Syracuse CSD (District-Wide).

EDUCATION

New Hartford High School, New Hartford, New York

CERTIFICATIONS

State of New York Department of Labor, Asbestos Certificates: Inspector, Project Monitor, Air Sampling Technician

United States Environmental Protection Agency, Certified Lead-Based Paint Professional: Risk Assessor

HAZWOPER 40 hour training – HSE Consulting Services

OSHA 10 Hour Occupational Health and Safety Training

BRIAN C. JONES

PROJECT MANAGER / ENGINEERING TECHNICIAN / DRAFTSMAN

AREAS OF SPECIALIZATION

Project Management, Environmental Project Design, Field Supervision, Asbestos/Lead-Based Paint/PCB Building Inspections, Asbestos Project Monitor & Air Sampling Technician, and AutoCAD Drafting

EXPERIENCE

I have over 12 years of experience in environmental services at both public and private facilities throughout New York State. I assist in developing the design documents for mechanical, electrical, plumbing, and civil engineer work as well as architectural work. In addition, I have worked on Phase 1 and Phase 2 Environment Site Assessments. I am also involved with NYS SED submission process, Energy Performance Contracts, construction management, submittal review, bidding, cost estimating, and proposals.

Project Experience Includes:

Empire State Building – Project Manager, Environmental Project Design, Asbestos: Inspector and Monitor. The work was for of an Energy Performance Contract with Johnson Controls Inc.

Little Falls Hospital – Project Manager, Environmental Project Design, Asbestos/PCB: Inspector and Monitor

Yonkers Public Schools – Project Manager, Environmental Project Design, Lead-Based Paint Inspector, Asbestos/PCB: Inspector and Monitor, and Construction Management

Mount Vernon CSD – Project Manager, Environmental Project Design, Lead-Based Paint Inspector, Asbestos/PCB: Inspector and Monitor, and Construction Management

Troy City School District – Project Manager, Environmental Project Design, and Asbestos/PCB: Inspector and Monitor

Utica CSD – Project Manager, Environmental Project Design, Lead-Based Paint Inspector, and Asbestos/PCB: Inspector and Monitor

Catskill CSD – Project Manager, Environmental Project Design, Lead-Based Paint Inspector, and Asbestos/PCB: Inspector and Monitor

Lakeland CSD – Project Manager, Environmental Project Design, and Asbestos/PCB: Inspector and Monitor

Cayuga Medical Center – Environmental Project Design, and Asbestos: Inspector and Monitor

St. Elizabeth Medical Center – Mold Assessment, Indoor Air Quality, and Asbestos/PCB: Inspector and Monitor

Loretto Utica – Mold Assessment, and Indoor Air Quality

Johnson Controls Inc. – Project Manager, Environmental Project Design, Asbestos/PCB: Inspector and Monitor. Provided these services throughout New York State for both public and private entities.

Energy Performance Contracts - Environmental Project Design, Asbestos/PCB: Inspector and Monitor, Coordinated Drawings and SED submission, Overview of Energy Saving Measures: Lighting, Lighting Controls, Building Envelope, Steam Trap Replacement, Insulation of Piping

EDUCATION

Plattsburgh State University, Environmental Science BA, Minor in GIS

CERTIFICATIONS

State of New York Department of Labor, Asbestos Certificates: Inspector, Project Monitor, Air Sampling Technician

United States Environmental Protection Agency, Certified Lead-Based Paint Professional: Risk Assessor

RESUME

JOHN JOUBEN



AREAS OF SPECIALIZATION

Heating, Ventilation, and Air Conditioning (HVAC) Design, Plumbing System Design, Fire Protection System Design

EXPERIENCE

Academic (Higher Education)

- Mohawk Valley Community College, Utica N.Y. – Bathroom modifications
- SUNY Albany, Albany N.Y. – Fire Pump replacements
- SUNY Potsdam, Potsdam N.Y. – upgrading bathrooms
- SUNY Plattsburgh, Plattsburgh N.Y. – upgrading bathrooms
- SUNY Upstate Medical, Syracuse N.Y. upgrading HVAC and Fire Protection systems
- Hamilton College, Clinton N.Y. – upgrading HVAC system

Industrial/Commercial

- NYPA – New Offices and Warehouse, Niagara Falls N.Y. – Plumbing and Fire Protection
- Chentronics – Alterations of IDA Airport Property, Norwich N.Y. Modifications to HVAC, Plumbing systems
- DASNY- Various Sites, Northern Tier N.Y., Upgrading Fire Protection systems
- DASNY- Various Sites, Central N.Y., Upgrading Fire Protection systems
- National Grid – Various Sites, Central N.Y., Plumbing and Fire Protection
- Mohawk Valley Water Authority – Utica N.Y., upgrading bathrooms
- Utica Housing Authority – FXMATT apartments – Plumbing and Fire Protection
- Gan Kavod, New York Mills N.Y. HVAC, Plumbing and Fire Protection
- Otter Lake – New Firehouse, Otter Lake N.Y. – HVAC, Plumbing and Fire Protection
- Various Sites – New or Existing Fire Houses – Mayfield N.Y., Horsham N.Y., Stillwater N.Y., Kent Island N.Y., Monroe N.Y., and White Plans N.Y. – HVAC, Plumbing and Fire Protection

Health Care

- Carthage Area Hospital, Carthage N.Y. – HVAC, Plumbing and Fire Protection
- Carthage – New 60 Bed Facility, Carthage N.Y. HVAC, Plumbing and Fire Protection
- Meadowbrook Terrace – Assisted Living, Carthage N.Y. – HVAC, Plumbing and Fire Protection
- Folts Home Adult Day Care, Richfield Springs N.Y. – Plumbing
- Folts Home Nursing Home, Herkimer N.Y. – upgrading Fire Protection system
- Presbyterian Home, New Hartford N.Y. – upgrading Fire Protection system

EDUCATION

Associate's Degree – Occupational Studies – Mohawk Valley Community College, Utica, NY

DESIGN TOOL PROFICIENCY

AutoCAD
Microstation
Datacad



LARRY KINNE

ENGINEERING TECHNICIAN

RESUME

AREAS OF SPECIALIZATION

Asbestos Project Monitor, Asbestos Air Sampling Technician, Asbestos Building Inspector, Environmental Field Sampling (air, groundwater, soil, radon, and confined space entry), Lead Inspector, Mold Assessment and Remediation, Draftsman, AutoCAD Operator, Employee training, curriculum preparation and Construction Manager.

EXPERIENCE

Mr. Kinne has over twenty-five years experience in the environmental field. He has conducted asbestos and lead building surveys and bulk sampling of the building materials. He worked as a project monitor and air sampling technician. He was a Health and Safety Technician who prepared curriculum and taught courses including HAZWOPER, Wastewater Treatment, First Aid & Safety, Asbestos Handler, Supervisor, Project Monitor/Air Tech. Initials and Refreshers.

Mr. Kinne performed various groundwater sampling projects including assisting well drillers in developing monitoring wells. He has supervised mold remediation projects. He was the Director of the Onsite Wastewater Treatment Training Center at SUNY Morrisville.

Mr. Kinne's current duties include working as IH to several Industrial Clients, AutoCAD work preparing project drawings and specifications. Project monitoring and air sampling technician duties, which includes field supervision of contractors to insure regulatory compliance during abatement, and enforcement of contract specifications.

EDUCATION

A.A.S. Environmental Technologies -- December 1998
State University of New York, College of Agriculture & Technology at Morrisville, NY

Certificate in Electro-Mechanical Drafting
State University of New York, College of Technology at Delhi, NY

REGISTRATIONS AND AFFILIATIONS

OSHA 40-hour Supervisor (HAZWOPER)
Certified New York State Asbestos Project Monitor
Certified New York State Asbestos Air Sampling Technician
Certified AHERA Inspector
USEPA Lead Paint Inspector
DOL recognized Asbestos Instructor



BRENDA CARD

ENGINEERING TECHNICIAN

RESUME

AREAS OF SPECIALIZATION

Supervision of Environmental Remediation and Construction Projects, Development of Industrial Health and Safety Programs, Hazardous Materials Building Inspector, Environmental Field Sampling (air, groundwater, soil, radon, and confined space entry), Asbestos Project Monitor, Employee training and Safety Curriculum Development.

EXPERIENCE

Mrs. Card has over twenty- years experience in the environmental field. She has developed plans and supervised hazardous materials abatement and remediation projects. She has completed numerous hazardous materials survey for buildings, including asbestos and PCBs.

EDUCATION

A.A.S Environmental Studies – Herkimer College 1993

REGISTRATIONS AND AFFILIATIONS

OSHA 40-hour Supervisor (HAZWOPER)
Certified New York State Asbestos Project Monitor
Certified New York State Asbestos Air Sampling Technician
Certified AHERA Inspector
Industrial Health and Safety Services

Joelle Smith

Bookkeeper/Accountant

AREAS OF SPECIALIZATION

Accounts payable, accounts receivable, account reconciliation, cost benefit analysis, deposit processing thru digital check source, payroll processing, AIA Contracts, coordinating and submitting documentation to New York State Education Department for public school districts, filing and correspondence, Notary for State of NY.

EXPERIENCE

Eisenbach & Ruhnke Engineering

I'm responsible for all Accounts Payable and Accounts Receivable transactions, along with processing of payments received. I process daily deposits thru digital check source, reconcile the bank statement, and send general ledger and bank statements to the accountant on a monthly basis. I enter projects into the system, and close out projects in the system when complete. I'm currently also responsible for coordinating documentation with school districts for the facilities planning of the New York State Education Department. I ensure all paper work gets sent along with the specifications and drawings to the NY State Education Department. I can also do contract documentation in the AIA (American Institute of Architects) system. I'm responsible for ensuring our Certificate of Liability Insurance is sent when need on projects. I'm proficient in the use of Ajera software, Microsoft Excel, Word, & Power point. I have also used Bid Net, and our FTP (File Transfer Protocol) Site. I'm also a Notary Public for the State of New York.

J. Grippe Industrial Supply

I was responsible for entering orders, taking phone orders, locating correct parts for customers, ordering parts to print, and contacting vendors to find out availability of parts and delivery. I was also responsible for taking care of the warehouse and making sure inventory was available. I did all the daily shipping and receiving and I'm very familiar with UPS, DHL, & Fedex software. I also am proficient in use of the Profit 21 system.

Bailey's Karate School

Responsible for recruiting students and making sure students and families are informed and satisfied with the program. Ensuring everyone in the program signs an agreement, and are making monthly payments on time. Use of Zen Planner Software. I also headed up the planning of 2 cancer benefits, assist in the organization of karate tournaments, and am a member of the Bailey's Relay for life team.

Bank of America

I was the Assistant Vice President for the Return Item Research Department in Utica. This position includes the researching and resolving of returned deposited items on customer's accounts. I was in charge of monitoring the daily General Ledger making sure all accounts are in balance. I was over see 60 customer service associates who serviced 2,500 banking centers in the North East alone. Along with servicing the banking centers, we also service 6 customer service and support centers in the U.S. I was also responsible for all human resource tasks, such as interviewing, and disciplinary measures that need to be taken.

- Operations Team Manager (2000 – 2004) I was responsible for supervising the Retail Customer Service Unit in the Research & Adjustments Department. In this group, I was responsible for the research and resolution of customer adjustments. I was in charge of monitoring the General Ledger reports for the accuracy of Accounts Receivable/Payable. I was also responsible for overseeing the Treasury Tax & Loan area, which in turn was responsible for ensuring customer tax payments were accurate and applied on time. In June 2004, I became a Six Sigma Yellow Belt and since then have been involved in a variety of Special Projects. I also joined Team Diversity in 2003 as the treasurer and currently still hold that position.

- Lead Operations Specialist (1992 – 2000) I was responsible for adjusting and clearing aged differences that occur during a day's banking process. I was responsible for the balancing of daily debits and credits for General Ledger. In June 1999, I was placed on a special project where I had a group of consultants that were hired by the bank to try to collect on aged differences. By September 1999, we had collected over \$250,000.00, which would have otherwise been charged off. I was also part of the Fleet Works Advisory Board, which helped local organizations assist the community with different projects. Before working in adjustments, I worked in the Research Department for 2 1/2 years. Some of the tasks I performed were retrieving statements and photos of checks. I also worked in the film library logging in film and fiche.

EDUCATION

Some College (MVCC Fall 91-Spring 92)

High School Diploma – Utica Senior Academy at Proctor 1991

REGISTRATIONS AND AFFILIATIONS

Notary State of NY (No. 01SM6358071 expires on 5/1/2021)

SANDRA DIEVENDORF

ADMINISTRATIVE ASSISTANT

RESUME

AREAS OF SPECIALIZATION

Office clerical manager and engineering project documents management, including completing bid addendums, reference checking, bid award letters, AIA Contracts, change orders, reviewing pay requisitions, tracking submittals, filing and correspondence.

EXPERIENCE

Over 10 years experience with E&R as an office clerk.

EDUCATION

Associate Arts Degree
Herkimer County Community College
Herkimer, NY 13350

AFFILIATIONS

North Columbia United Methodist Church / Jesus Never Fails Community Church
Secretary – Treasurer 1981 to present

Lay Speaker – 1986 to present

11.0 LIST OF CLIENTS AND REFERENCES

Engineering Design Services References

1. Warwick CSD – Multiple Projects (working with client since 2003)
Contact: Tim Holmes, Assistant Superintendent of Business
225 West St Ext.
Warwick, NY 10990
(845) 987-3000 ext 10521
Tholmes@WVCSD.org
2. Yonkers Public Schools - Multiple Projects (working with client since 2005)
Contact: John Carr, Executive Director
One Larkin Center
Yonkers, NY 10701
(914) 376-8008
JCarr@YonkersPublicSchools.org
3. East Ramapo CSD – Multiple Projects (working with client since 1993)
Contact: Valter Paci, Assistant Superintendent of Business
105 S Madison Ave
Spring Valley, NY 10977
(845) 577-6060
vpaci@ercsd.org
4. Schalmont CSD – Multiple Projects (working with client since 2000)
Contact: Joseph Lenz, Assistant Superintendent of Business
4 Sabre Drive
Schenectady, NY 12306
(518) 355-9200
Jlenz@schalmont.net
5. Empire Recycling Corporation -Multiple Projects (working with client since 1998)
Multiple Facilities Throughout New York State
Contacts: Steven Kowalsky (President) and Edward Kowalsky (Vice President)
Utica, NY 13501
(315) 724-7161
Stevenk@empirerecycling.com
6. Ilion Housing Authority – John Ahern Apartments
Contact: Jeff McTiernan
100 West Main Street
Ilion, New York 13357
(315) 894-8553
jmctiernan@twcnv.rr.com

Energy Performance Contracting

Main: 291 Genesee Street . Utica, New York 13501 . 315.735.1916 . Fax 315.735.6365 www.erenqpc.com
Sub Office: 45 Knollwood Road . Elmsford, New York 10523 . 914.592.0005 . Fax 914.592.1717

1. Warwick CSD – 2011 Phase I review and Phase II Design EPC Projects
Contact: Tim Holmes
225 West St Ext.
Warwick, NY 10990
(845) 987-3000 ext 10521
Tholmes@WVCSD.org
2. Arlington CSD – 2013 EPC Project Development and SED Approval
Contact: Kevin Sheldon, Assistant Superintendent for Business
144 Todd Hill Road
LaGrangeville, NY 12540
(845) 486-4460 X20127
ksheldon@acsdny.org
3. Mount Vernon CSD - 2016 EPC Project Development and SED Approval
Contact: Ken Silver, Assistant Superintendent for Business
165 North Columbus Ave
Mount Vernon, NY 10553
(914) 665-5199
KSilver@mtvernonCSD.org
4. Lansing CSD - 2016 EPC Project Development and SED Approval
Contact: Dr. Stephen Grimm, Superintendent
284 Ridge Rd
Lansing, NY
607-533-3020
5. Ardsley Union Free CSD -2010 EPC Project Development and SED Approval
Contact: Joe Urbanowicz
500 Farm Rd
Ardsley, NY 10502
914-693-6300 x 2208
JUrbanowicz@ardsleyschools.org
6. Berne - Knox- Westerlo CSD - 2009 EPC Project Development and SED Approval
Contact: Mark Kellet, Assistant Superintendent of Business
1738 Helderberg Trail
Berne, NY 12023
518-8725-5115
7. Croton Harmon CSD 2009 EPC Project Development and SED Approval
Contact: Diane Chaissan, Assistant Superintendent of Business
10 Gerstein St
Croton on the Hudson, NY 10520
914-271-4713
8. East Ramapo CSD – Multiple Projects (working with client since 1993)
Contact: Valter Paci, Assistant Superintendent of Business
105 S Madison Ave
Spring Valley, NY 10977
(845) 577-6060
vpaci@ercsd.org

Energy Performance Contracting –References cont.

9. Carmine Crisci, Director of Facilities
Peekskill City School District
1031 Elm Street
Peekskill, NY 10566
(845) -846-4877

10. Eastchester CSD - 2010 EPC Project Development and SED Approval
John Condon, Dir. Bldgs. & Grounds
580 White Plains Rd
Eastchester , NY 10709
914-794-9006

11. Johnson Controls Inc. – Energy Service Contractor -ESCO
Kieran Moran, Account Executive Greater NYC Area8 Skyline Drive,, 1St Floor
Hawthorn, NY 10532
(914) - 914-593-5234

12. Honeywell - Energy Service Contractor - ESCO
Terry Guiry
5 Dakota Drive, Ste 120
Lake Success, NY 11402
516-302-9480

Solar PV Solar Energy & Performance Contracting- References

1. Warwick CSD – 2017/2018 Solar EPC Project
Contact: Tim Holmes
225 West St Ext.
Warwick, NY 10990
(845) 987-3000 ext 10521
tholmes@wvcsd.org

2. Candor Central School – 2017/2018 Solar EPC Project
Contact: Jeff Kisloski, Superintendent
Academy Street
PO Box 145
Candor NY, 13743
(607) 659-5010
jkisloski@candorcs.org

3. Ardsley Union Free CSD
Joe Urbanowicz
500 Farm Rd
Ardsley, NY 10502
914-693-6300 x 2208
jurbanowicz@ardsleyschools.org

4. Arlington CSD – 2013 EPC Project Development and SED Approval
Contact: Kevin Sheldon, Assistant Superintendant for Business
144 Todd Hill Road
LaGrangeville, NY 12540
(845) 486-4460 X20127ksheldon@acsdnny.org

Solar PV Energy Performance Contracting- References Continued

5. Berne - Knox- Westerlo CSD - 2009 EPC Project Development and SED Approval
Contact: Mark Kellet, Assistant Superintendent of Business
1738 Helderberg Trail
Berne, NY 12023
518-8725-5115

6. Peekskill CSD -
Contact: Carmine Crisci, Director of Facilities
Peekskill City School District
1031 Elm Street
Peekskill, NY 10566
(845) -846-4877
ccrisci@peekskillcsd.org

Energy Auditing References

7. Ardsley Union Free CSD
Joe Urbanowicz
500 Farm Rd
Ardsley, NY 10502
914-693-6300 x 2208

8. Schalmont CSD
Joe Caldara, Facilities Manager
518-376-8700

9. Evergreen Power
Uri Kaufmann
220-46 73rd Ave
Bayside, NY
917-453-3384

Environmental and Hazardous Materials Consulting

10. GLDC – Griffiss Land Development Corp – Multiple Building Demolition Projects
Frank Sanzone
548 Phoenix Dr.
Rome, NY 13440
315-338-0393

11. Empire Recycling Corp. – Environmental Compliance Consulting
Utica, New York
Contact: Steven Kowalsky-President
(315) 724-7161

12. Buffalo Public Schools – Hazardous Material Project - Phase 1 through Phase 5 Worked as a sub-consultant to Johnson Controls to support energy retrofits
Sue Eager, Facilities Director
(716) 816-3027

13. Newburgh CSD - Hazardous Material Project – Capital Projects
Newburgh, New York
Contact: Andy Velez
(845) 568-6509

14. Oneida CSD - Hazardous Material Project – Capital Projects
Oneida, New York
Contact: Johnson Controls – Jamie Budd
(315) 317-6525
15. Fayetteville-Manlius CSD - Hazardous Material Project – Capital Projects
8199 E Seneca Tpke
Manlius, NY 13104
Contact : Russ McCarty
(315) 682-1220
16. Yonkers Public Schools - Hazardous Material Project – Capital Projects
One Larkin Center
Yonkers, NY 10701
Contact: John Carr
(914) 376-8008
17. East Ramapo CSD – Hazardous Material Project – Capital Projects
105 S Madison Ave
Spring Valley, NY 10977
Contact: Al Perotti
(845) 577-6480
18. Warwick CSD – Hazardous Material Project – Capital Projects
Tim Holmes
225 West St Ext.
Warwick, NY 10990, (845) 987-3000 ext 10521

HEALTH AND SAFETY PROGRAMS / INDUSTRIAL HYGIENE

19. Empire Recycling Corp.
Utica, New York
Contact: Steven Kowalsky-President
(315) 724-7161
20. Nathan Steel
Utica, New York
Contact: Scott Tuttle-General Manager
(315) 797-1335
21. Syracuse Materials Recovery SMR– Syracuse
301 Peat Street
Syracuse, NY 13210
Aaron Roth 315-476-0800
22. Empire/Seneca LLC – Waterloo
1606 NYS 414
Waterloo, NY 13165
David Levitt
315-539-0536
23. Empire Recycling – Southern Tier
(Indian Valley Industries)
172-178 Broad Ave., Binghamton, NY
Mail: P.O. Box 167, Johnson City, NY 13790 Kyle Dixson 607-729-1518

NEW YORK STATE PUBLIC SCHOOL DISTRICTS

E&R has provided professional design services for numerous New York State Public School Districts over the past thirty years. Projects included capital projects, energy performance contracting, energy audits, hazardous materials inspections, management plans, abatement design, and project administration services. The following is a list of the public school districts we have served:

- * Adirondack Central School District
- * Alexandria Central School District
- * Altmar-Parish-Williamstown Central School
- * Amsterdam City Schools
- * Arkport Central School District
- * Ardsley Union Free Central School District
- * Auburn City School District
- * Averill Park Central School District
- * Bainbridge-Guilford Central School District
- * Belleville-Henderson Central School District
- * Bemus Point Central School District
- * Board of Occupational Centers for Educational Services (11 BOCES regions)
- * Brasher Falls Central School District
- * Brentwood Union Free School District
- * Brighton Central School District
- * Buffalo City Schools
- * Byron Bergen Central School District
- * Camden Central District
- * Campbell-Savona Central School District
- * Canajoharie Central School District
- * Canandaigua Central School District
- * Cato-Meridian Central School District
- * Central Square Central School District
- * Charlotte Valley Central School District
- * Chatham Central School District
- * Cherry Valley-Springfield Central School District
- * Cincinnatus Central School District
- * Clifton-Fine Central School District
- * Clinton Central School District
- * Commack Union Free School District
- * Copenhagen Central School District
- * Corinth Central School District
- * Corning-Painted Post School District
- * Deposit Central School District
- * Dover Union Free School District
- * Dryden Central School District
- * East Hampton Union Free School District
- * East Ramapo Central School District
- * Ellenville Central School District
- * Fallsburg Central School District
- * Fayetteville-Manlius Central School District
- * Florida Central School District
- * Fonda-Fultonville Central School District
- * Frankfort-Schuylar Central School District
- * Fulton City School District
- * Garden City Central School District
- * General Brown Central School District
- * George Junior Republic Schools
- * Hamburg Central School District
- * Hancock Central School District
- * Herkimer Central School District
- * Heuvelton Central School District
- * Honeoye Falls-Lima Central School District
- * Hoosic Valley Central School District
- * Hunter-Tannersville Central School District
- * Hyde Park Central School District
- * Ilion Central School District
- * Jefferson Central School District
- * Jefferson-Youngville Central School District
- * Jordan-Elbridge Central School District
- * Lake George Central School District
- * LaSalle School
- * Little Falls Central School District
- * Lisbon Central School District
- * Maine-Endwell Central School District
- * Marion Central School District
- * Mexico Central School District
- * Middleburgh Central School District
- * Millbrook Central School District
- * Minisink Central School District
- * Morris Central School District
- * Morrisville Central School District
- * Mount Vernon City School District
- * New Hartford Central School District
- * New York Mills Central School District
- * Newark Central School District
- * Newark Valley Central School District
- * Newfield Central School District
- * Newburgh City School District
- * North Colonie Central School District
- * North Rockland Central School District
- * Northport Central School District
- * Norwich City School District
- * Ogdensburg Central School District
- * Onondaga Central School District
- * Ontario Central School District
- * Oriskany Central School District
- * Owego Central School District
- * Oxford Central School District
- * Pawling Central School District
- * Rhinebeck Central School District
- * Riverhead Central School District
- * Sackets Harbor Central School District
- * Salem Central School District
- * Sauquoit Valley Central School District
- * Shelter Island Union Free School District
- * South Jefferson Central School District
- * South Lewis Central School District
- * South New Berlin Central School District
- * South Orangetown Central School District
- * South Seneca Central School District
- * Town of Webb Central School District
- * Utica City School District
- * Wappingers Central School District
- * Warwick Valley Central School District
- * Waterville Central School District
- * Wayland Central School District
- * Webster Central School District
- * Westmoreland Central School District
- * Whitesboro Central School District
- * Yonkers Public Schools

ENVIRONMENTAL SITE ASSESSMENTS

E&R has established ties with local and regional financial institutions with regards to providing environmental site assessments for commercial property transfers and refinancing. The following is a list of completed Phase I and Phase II investigations completed by E&R:

- *Water Safari & Enchanted Forest – Old Forge NY (Phase I)
- *Central Association for the Blind and Visually Impaired (All property acquisitions)
- * 1310 Utica Street (Phase I)
- * 2206 Genesee Street, Medical Building (Phase I)
- * 247-251 Elizabeth St., Utica (Phase I)
- * 407 Rutger St., Utica (Phase I)
- * 613 Columbia Street (Phase I)
- * 750 Erie Boulevard, Rome, NY (Phase I)
- * 7835 River Road, Rome, NY (Phase I)
- * A Step Up (Phase I)
- * Alexander Company (Phase I)
- * Arkport Central School District (Phase II and Phase III)
- * Armory Drive, Utica NY (Phase I)
- * Bainbridge-Guilford Bus Garage (Phase I)
- * Beal Brothers (Phase I)
- * Birnie Bus Service, Rome, NY (Phase I)
- * Bleecker Street, Utica (Phase I)
- * Boonville Tire (Phase I)
- * Bor Fuel Oil, Town Of Floyd, NY (Phase I)
- * Camden Funeral Home (Phase I)
- * Camflood Franchises, Inc. (Phase I)
- * Canandaigua (empty lot) (Phase I)
- * Carparelli Brothers (Phase I)
- * Castle Rest Nursing Home (Phase I)
- * CCBI Building, Syracuse (Phase I)
- * Chenango Road, Utica NY (Phase I)
- * Coalyard Charlie's Inc. (Phase I)
- * Consolidated Sheet Metals (Phase I)
- * Curtains Brothers Farms (Phase I)
- * Dancause Dairy Farm (Phase I)
- * Davis Property, Ava NY (Phase I)
- * Dellers Restaurant (Phase I)
- * Divine Brothers (Phase I and Phase II)
- * Dome Hotel, Syracuse, NY (Phase I)
- * Douglas Spear, Massena (Phase I)
- * Duffy's Tavern (Phase I)
- * Durr Packing (Phase I and Phase II)
- * Electromark (Phase I)
- * Faster Form Corporation (Phase I)
- * Esquire Motel, Rome, N. Y. (Phase I)
- * Fitzgibbons Boiler Plant (Phase I and Phase II)
- * Garden Street, New York Mills NY (Phase I)
- * Gateway Motor Lodge (Phase I)
- * Gerrity Company (Phase I)
- * Gravina's Nursery (Phase II and Phase III)
- * Griffith Building (Phase I)
- * Hamilton Digital (Phase I)
- * Hardee's Distribution (Phase I and Phase II)
- * Hartman Property (Phase I)
- * Hayes Road, Marcy (Phase I)
- * Hoff Toyota (Phase I)
- * Holland Patent, Main Street (Phase I)
- * Hotel of Utica (Phase I)
- * IP Association (Phase I)
- * Jack Webb, Route 69, Camden, NY (Phase I)
- * Johnson Road Property (Phase I)
- * Johnstown, Mr. Erickson (Phase I)

Main: 291 Genesee Street . Utica, New York 13501 . 315.735.1916 . Fax 315.735.6365 www.erenqpc.com
Sub Office: 45 Knollwood Road . Elmsford, New York 10523 . 914.592.0005 . Fax 914.592.1717

12.0 PROJECT EXPERIENCES

Attached is a group of recent projects completed by E&R that is within the scope of the qualifications being sought.



UTICA CITY SCHOOL DISTRICT
FORMER WETMORE SCHOOL – 425 WETMORE STREET.
ASBESTOS ABATEMENT & BUILDING DEMOLITION DESIGN

Contact Person: Michael M Ferraro, Maintenance Foreman
Utica City School District
106 Memorial Parkway
Utica, NY 13501

Phone: (315) 792-2214
Email: JFERRARO@UTICASCHOOLS.ORG

Date of Project 2016

Eisenbach & Ruhnke, P.C. designed, bid, contracted and supervised the environmental remediation, demolition and site restoration of the former Wetmore School in the City of Utica. E&R has worked for the Utica City School District on several of their projects throughout the last decade. The Wetmore School had been in disrepair for several years until the District decided to take it down.

The building was partially condemned and E&R obtained a variance from the New York State Department of Labor to remediate and demolish the structure in the most cost effective manner. The site drainage utilities were upgraded and the lot was ready for reuse by the District. E&R submitted design documents to State Education Department for project permit and funding.

The overall cost of the project: Abatement/ Demolition & Site Restoration \$638,500

Percent Complete 100%



CITY OF GLOVERSVILLE/LIBERTY AFFORDABLE HOUSING
FORMER GLOVERSVILLE HIGH SCHOOL - 90 NORTH MAIN STREET.
ASBESTOS ABATEMENT & BUILDING DEMOLITION DESIGN

Contact Person: Scott Krueger, Construction Manager
Liberty Affordable Housing
117 West Liberty Street
Rome, NY 13440

Phone: (315) 337-1401
Email: scott.krueger@libertyaffordable.org

Date of Project 2017

Eisenbach & Ruhnke, P.C. designed, bid, contracted and supervised the environmental remediation, demolition and site restoration of the former Gloversville High School. Liberty Affordable Housing acquired the property from the City of Gloversville and completed the demolition to support the construction of a new apartment complex.

The building was condemned and E&R obtained a variance from the New York State Department of Labor to remediate and demolish the structure in the most cost effective manner. The adjacent apartment building created complications to the project due to the proximity. A temporary easement was obtained and E&R met with building representatives to discuss the safety procedures for occupants during demolition.

The overall cost of the project: Abatement/ Demolition & Site Restoration \$1,200,000

Percent Complete 100%



OPERATIONS AND SUPPORT BLDGS(301, 311& 321)
ABATEMENT & BUILDING DEMOLITION DESIGN

Contact Person: Frank Sanzone, Operations Manager
GLDC
153 Brooks Road
Rome, NY 13441-4105
Phone: (315) 338-0393

Date: 2010

Eisenbach & Ruhnke, P.C. designed, bid, contracted and supervised the environmental remediation and demolition of the former Rome Air Force Base, Operations and Support Buildings (Bldgs 301, 311 & 321) located in Rome, NY. The design and remediation included surveying buildings and inventorying all hazardous materials (asbestos, PCBs, chemicals and lead-based paint) in the facilities and developing a design strategy to cost effectively address contaminants and demolition debris.

The overall cost of the project: \$336,615
Percent Complete 100%

Architectural drawing showing site plan and detailed specifications for asbestos abatement and building demolition. Includes a legend for construction materials and a list of notes detailing regulatory requirements and project instructions.

FORMER GRIFFIS ROME AIR FORCE BASE – GRIFFIS LAND DEVELOPMENT CORP. (GLDC)

DORMITORY AND MESS HALL ABATEMENT & BUILDING DEMOLITION DESIGN

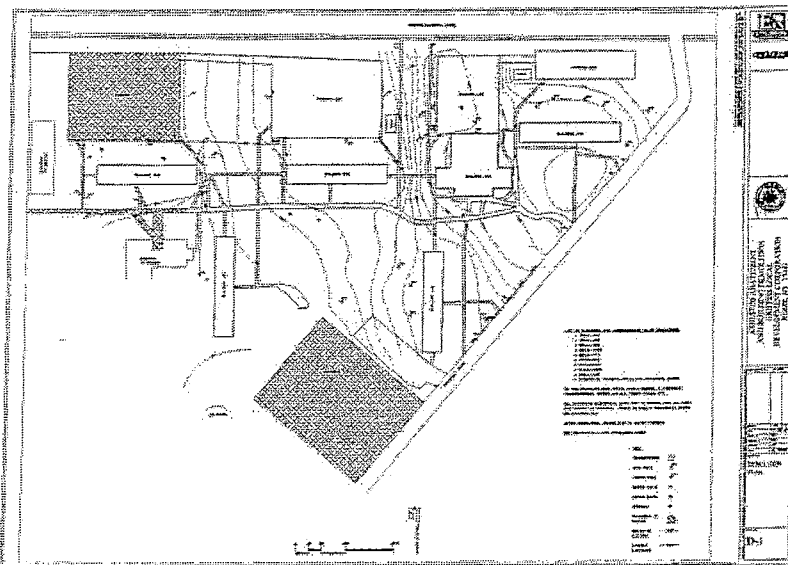
Contact Person: Frank Sanzone, Operations Manager
GLDC
153 Brooks Road
Rome, NY 13441-4105
Phone: (315) 338-0393

Date: 2009

Eisenbach & Ruhnke, P.C. designed, bid, contracted and supervised the environmental remediation and demolition of the former Rome Air Force Base, Dormitory and Mess Hall Buildings (Bldgs 452, 468, 444, 444A, 443, 442, 442A&B, 438) located in Rome, NY. The design and remediation included surveying buildings and inventorying all hazardous materials (asbestos, PCBS, chemicals and lead-based paint) in the facilities and developing a design strategy to cost effectively address contaminants.

E&R provided a cost effective means for demolishing the building with a non-friable, asbestos containing vapor barrier that was integral to the wall construction of building. This material was impossible to abate in-place and required to be included in the demolition. Under this procedure, all demolition debris (i.e. concrete and brick) would be required to be disposed of at a regulated landfill. The disposal cost of this alone would have been in excess of \$1,000,000. Due to this impractical cost, and E&R's understanding of the regulations, E&R petitioned the New York State Department of Environmental Conservation (NYSDEC) to allow the facility to keep the concrete and brick with the asbestos containing vapor barrier and dispose of it on site as hard fill. The petitioned was approved and the building has been remediated, demolished and the site is ready for new construction.

The overall cost of the project: \$750,000
Percent Complete 100%



CITY OF YONKERS FIRE HOUSE #1 DEMOLITION - 6 NEW SCHOOL STREET
ASBESTOS ABATEMENT & BUILDING DEMOLITION DESIGN

Contact Person: Paul Summerfield, P.E. – City Engineering
City of Yonkers
One Larking Center
Yonkers, NY 10701

Phone: (914) 377-6106
Email: paul.summerfield@yonkersny.gon

Date of Project 2018

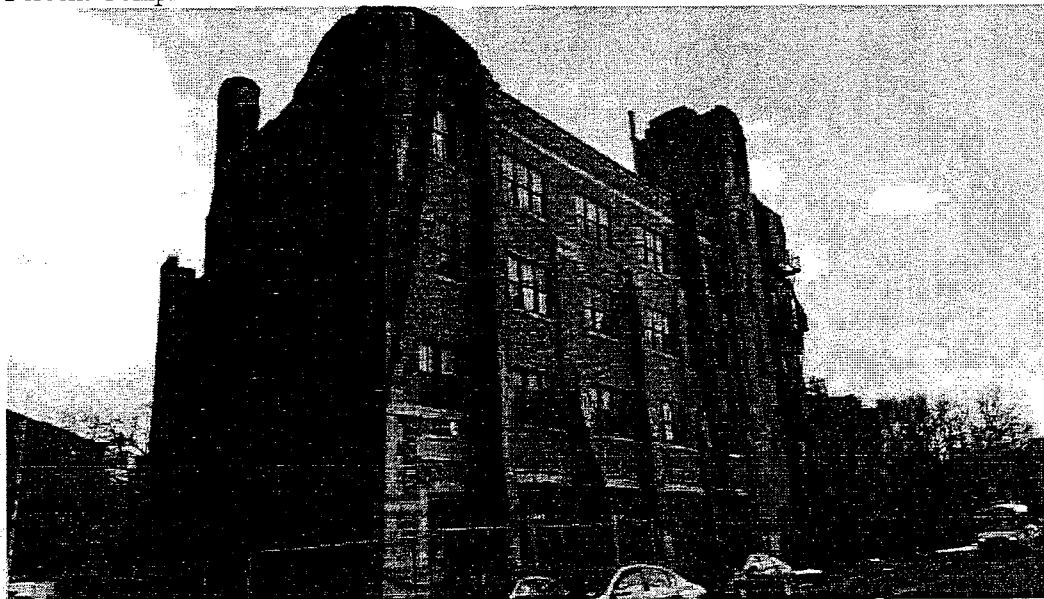
Eisenbach & Ruhne, P.C. (E&R) was a sub-consultant to Highland Associates for the design of the environmental remediation and demolition of the City of Yonkers firehouse #1. The City of Yonkers is completing the demolition to support the construction of a new firehouse.

E&R conducted a complete and comprehensive asbestos demolition survey of the structure and provided design documents for abatement and demolition of the structure. E&R also assisted Highland Associates with bidding and provided oversight for the abatement and portions of the demolition.

E&R met with building representatives to discuss the safety procedures for adjacent properties and environmental concerns with the nearby stream.

The overall cost of the project: Abatement/ Demolition & Site Restoration \$895,000

Percent Complete 100%



Eisenbach & Ruhne Engineering, P.C

291 Genesee Street, Utica, New York 13501 • 315-735-1916 • Fax 315-735-6365

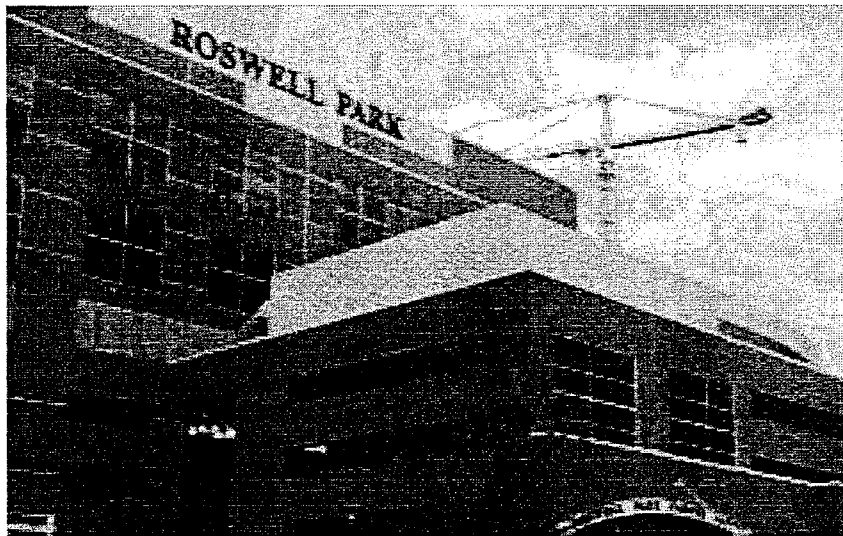


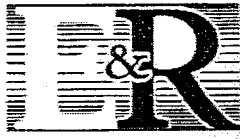
DORMITORY AUTHORITY - STATE OF NEW YORK

Contact Person - Dormitory Authority - State of New York Elm & Carlton Streets Buffalo, New York 14263
(716) 845-4388

ROSWELL PARK CANCER INSTITUTE - E&R was retained to provide full asbestos, environmental and demolition services in relation to the renovations of the hospital. The project is a five year \$241,000,000 project and the asbestos abatement/demolition portion of the work is about \$6 million. Our work includes a survey of approximately 1.2 million square feet of space in 16 buildings, preparing the design for the abatement of approximately 20 projects to accommodate the construction, and air/project monitoring for the project. Some phases of the abatement are being done in spaces where mechanical systems, including power and heat, are not shut down. Because of the nature and size of the effort, there is a construction manager, several architects and several state agencies involved in the project.

Roswell Park Cancer Institute in Buffalo, New York has undergone a quarter of a billion dollar renovation and addition project. As part of this work, E&R specified the demolition of a thirteen-story residence building immediately adjacent to the main hospital to allow the construction of the new hospital. This is approximately a One Million Dollar demolition project. E&R provided engineering design, contract management, and project supervision.





CITY OF YONKERS /YONKER PUBLIC SCHOOLS
FORMER FIRE HOUSE DEMOLITION - 07 WARBURTON AVE.
ASBESTOS ABATEMENT & BUILDING DEMOLITION DESIGN

Contact Person: John P. Carr, Executive Director School Facility Management
Yonkers Public Schools
One Larking Center
Yonkers, NY 10701

Phone: (914) 376-8008
Email: JCarr@YonkersPublicSchools.org

Date of Project 2014-2015

Eisenbach & Ruhnke, P.C. designed, bid, contracted and supervised the environmental remediation, demolition and site restoration of the former City of Yonkers abandoned fire house. The Yonkers Public School District acquired the property from the City and completed the demolition to support a parking lot expansion of adjacent Museum School 25.

The building was condemned and E&R obtained a variance from New York State Department of Labor to remediate and demolish the structure in the most cost effective manner. The adjacent apartment building created complications to the project due to the proximity. A temporary easement was obtained and E&R met with building representatives to discuss the safety procedures for occupants during demolition. The site drainage utilities were upgraded and the school was improved with a much needed parking lot. E&R submitted design documents to State Education Department for project permit and funding.

The overall cost of the project: Abatement/ Demolition & Site Restoration \$425,000

Percent Complete 100%



**CAYUGA MEDICAL CENTER - FORMER BIGGS MEMORIAL HOSPITAL ASBESTOS
ABATEMENT & BUILDING DEMOLITION DESIGN**

Contact Person: Lou LoVecchio, Director of Engineering
Cayuga Medical Center at Ithaca
101 Dates Drive
Ithaca, NY 14850

Phone: (607) 274-4506

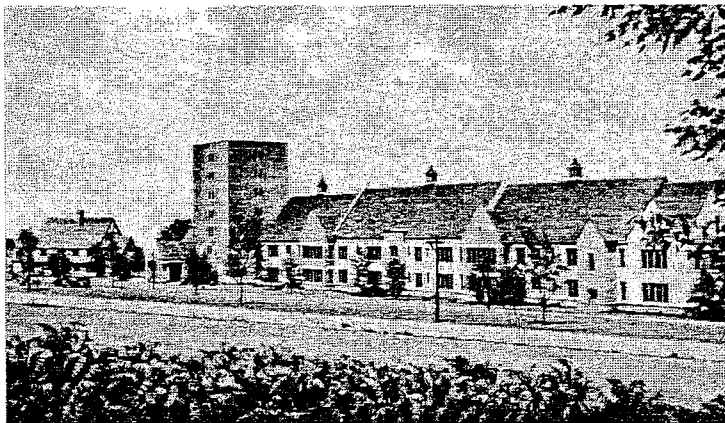
2007/2008

Eisenbach & Ruhnke, P.C. designed, bid, contracted and supervised the environmental remediation and demolition of the former Biggs Memorial Hospital (200,000 square foot facility) located at the Cayuga Medical Center in Ithaca, NY. The design and remediation included abatement of over 4 miles of asbestos pipe insulation and 40,000 square feet floor tile, PCB remediation, X-Ray Room decommissioning and designing a landfill for onsite disposal of exempt construction and demolition debris.

E&R provided a cost-effective means for demolishing the building with a non-friable, asbestos containing vapor barrier that was integral to the wall construction of building. This material was impossible to abate in-place and required to be included in the demolition. Under this procedure, all demolition debris (i.e. concrete and brick) would be required to be disposed of at a regulated landfill. The disposal cost of this alone would have been \$1,600,000. Due to this impractical cost, and E&R's understanding of the regulations, E&R petitioned the New York State Department of Environmental Conservation (NYSDEC) to allow the facility to keep the concrete and brick with the asbestos containing vapor barrier and dispose of it on site as hard fill. The petitioned was approved and the building has been remediated, demolished and the site is ready for new construction.

The overall cost of the project: Asbestos Abatement \$1,033,800
Building Demolition \$1,286,715

Percent Complete 100%



Fee Proposal

We submit the following fee proposal for Professional Consulting Services to complete all services identified in the PROJECT DESCRIPTION and SCOPE OF SERVICES section of this Request for Proposal, upon the terms and conditions contained herein:

| Pay Items Per Paragraph 5. Payment for Services | | |
|--|------------|--|
| Pay Item | Unit Price | Unit, Description |
| 1 | \$ | Lump Sum Fee |
| 2.0 | \$ | Hourly Rate, Asbestos Abatement Project Monitor |
| 2.1 | \$ | Overtime Hourly Rate, Asbestos Abatement Project Monitor |
| 2.2 | \$ | Hourly Rate, PBS/CBS Removal/Cleanup Monitoring |
| 2.3 | \$ | Overtime Hourly Rate, PBS/CBS Removal/Cleanup Monitoring |
| 2.4 | \$ | Each, Air Sample (PCM)* |
| 2.5 | \$ | Each, Lab Analysis for Soil Method 8260 |
| 2.6 | \$ | Each, Lab Analysis for Soil Method 8270 |
| 2.7 | \$ | Each, Lab Analysis for Soil Method CP-51 |
| 2.8 | \$ | Day, PID Meter Rental |
| *- Unit price shall include all labor, equipment, materials, testing, and reporting. | | |

By signing below I hereby certify that I have the authority to offer this proposal to the County of Oneida for the above listed individual or company. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Submitted By

Eisenbach + Ruhnke Engineering, P.C.
 (Legal Name of Person, Firm or Corporation)

Name: Mark Ruhnke, P.E.

Title: Vice President

Signature: 

Date: 10/9/19

(SIGN AND RETURN WITH PROPOSAL)



**ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS**
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

January 28, 2020

FN 20 20 - 100

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

**PUBLIC WORKS
WAYS & MEANS**

Dear County Executive Picente,

Oneida County executed a contract with MARCH Associates to prepare plans and specifications for reconstruction of the Family Court facility at 301 W. Dominick Street, Rome. The level of effort required to finalize plans and specifications, the project schedule, work phasing, and asbestos abatement monitoring efforts are all significantly greater than originally anticipated by Oneida County. Therefore, on January 30, 2019, the Oneida County Board of Legislators approved Amendment Number 1 to the contract with MARCH Associates to provide additional compensation for unanticipated consulting services.

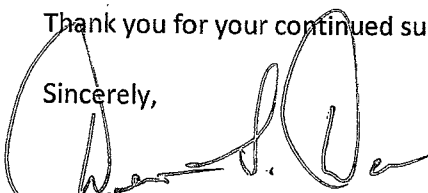
The project master schedule now shows substantial completion by June 2020 and final close-out by September 2020. Amendment Number 1 to the contract with MARCH Associates was based on a substantial completion date of December 31, 2019. Therefore, additional consulting services will be required. Primary issues affecting work schedule and project duration include continued challenges and complications with renovating a fully occupied facility and the need to segment work phases to accommodate same. These items require additional services from MARCH Associates and corresponding additional compensation. Work items and proposed compensation are as follows.

| Additional Work Item | Proposed Additional Fee |
|---------------------------------------|------------------------------------|
| Construction Administration | \$36,000.00 |
| Work Phasing/Scheduling | \$7,200.00 |
| On-Site Project Representation | \$100,000.00 |
| Asbestos Abatement Project Monitoring | \$58,000.00 |
| Total Proposed Additional Fee | \$201,200.00 |
| Fee Summary | |
| Original Fee | \$202,000.00 |
| Amendment 01 | \$183,000.00 (additional services) |
| Proposed Amendment 02 | \$201,200.00 (additional services) |
| Proposed Total Fee | \$586,200.00 |

Amendment Number 2 also extends the term until December 31, 2020. Please consider this amendment, and if acceptable, please forward to the Oneida County Board of Legislators for approval.

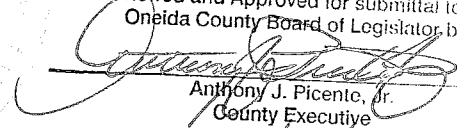
Thank you for your continued support.

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 2/6/20

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: MARCH Associates, Architects and Planners, P.C.
258 Genesee Street
Utica, NY 13502

Title of Activity or Service: Professional Consulting Services
301 W. Dominick Street
Rome Family Court Reconstruction Amendment #2

Proposed Dates of Operation: Start on Execution – December 31, 2020
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The project master schedule now shows substantial completion by June 2020 and final close-out by September 2020. Amendment Number 1 to the contract with MARCH Associates was based on a substantial completion date of December 31, 2019. Therefore, additional consulting services will be required. Primary issues affecting work schedule and project duration include continued challenges and complications with renovating a fully occupied facility and the need to segment work phases to accommodate same. These items require additional services from MARCH Associates and corresponding additional compensation of \$201,200.00 and an extend term to December 31, 2020.

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

3) Program Design and Staffing: N/A

| | | |
|-------------------|--|--------------|
| 4) Funding | Account #: | H523 |
| | Total Funding Requested: | \$586,200.00 |
| | Oneida County Dept. Funding Recommendation: | \$586,200.00 |

| | | |
|---------------------------------|------------------------|--------------|
| Proposed Funding Sources | Federal: | |
| | New York State: | |
| | County: | \$586,200.00 |
| | Other: | |

Past Performance Data: N/A

O.C. Department Staff Comments: None



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Oneida County Family Court
Renovation
301 W. Dominick Street
Rome, New York

AGREEMENT INFORMATION:
Date: March 11, 2015

AMENDMENT INFORMATION:
Amendment Number: 002

Date: January 15, 2020

OWNER: *(name and address)*
Oneida County

800 Park Avenue
Utica, New York 13501

ARCHITECT: *(name and address)*
MARCH Associates, Architects and
Planners, P.C.
258 Genesee Street
Utica, New York 13502

The Owner and Architect amend the Agreement as follows:

The Architect shall provide additional professional consulting services, further defined in Exhibit A, attached hereto, for the following work items:

- Construction Administration
- Work Phasing/Scheduling
- On-Site Project Representation
- Asbestos Abatement Project Monitoring

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Additional lump sum fee of \$201,200.00

Schedule Adjustment:
Contract completion date extended to December 31, 2020.

SIGNATURES:

MARCH Associates, Architects and
Planners, P.C.

Oneida County

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

SIGNATURE
Christopher J. Crolius
AIA

SIGNATURE
Anthony J. Picente, Jr.
County Executive

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE 1/30/20

DATE

December 4, 2019



Mr. Mark Laramie
Oneida County DPW
Division of Engineering
5999 Judd Road
Oriskany, NY 13424

258 Genesee Street, Suite 300
Utica, New York 13502
Phone 315.733.3344
Fax 315.733.3331
Web marchassoc.com

Re: Oneida County
Rome Family Court Facility
Renovations
MARCH #1521

Dear Mark:

Outlined below is a summary of our requested additional fee / costs for the Family Court project.

CONSTRUCTION PHASE SERVICES

The current construction schedule results in a substantial completion date in June of 2020. We anticipate the project will be fully closed out by September of 2020. Our previous request was based on a completion date of December 1, 2019. The updated schedule may extend the construction period by an additional 44 weeks. In addition, due to the multiple phases and modifications, it has resulted in significant costs.

We believe that the current schedule will result in approximately 22 additional project meetings for the Design Team. The requested additional fee is as follows:

| | |
|-------------------|-----------------|
| MARCH Associates | \$26,000 |
| Towne Engineering | <u>\$10,000</u> |
| | \$36,000 |

SCHEDULING

In order to update and revise the schedule, we anticipate 16 hours per month for the remaining duration of the project. Utilizing a reduced billing rate of \$45.00 per hour results in the following:

| | |
|-------------------|----------------------------------|
| Schedule Updating | 160 manhours x \$45.00 = \$7,200 |
|-------------------|----------------------------------|

PROJECT REPRESENTATION

Our current agreement has a Not-to-Exceed cost of \$112,000. At the end of November, the cost currently to date is \$105,210 (\$17,145 which you have not been invoiced for). In order to support the project at the current staffing level to the anticipated scheduled completion date of September 2020, we request an additional \$100,000 be added to the current Not-to-Exceed limit of \$112,000.

AIR MONITORING/AIR SAMPLING

Our Not-to-Exceed cost is \$30,000. Our costs as of November 2019 is \$58,254 (\$30,000 which you have not been invoiced for). In order to complete the remaining abatement, we request an additional \$58,000 to be added to the current cost of \$30,000 to account for the current total and anticipated effort. Our revised Not-to-Exceed cost would be \$88,000.

SUMMARY

Outlined below is a summary of the requested project related costs:

| Item | Cost |
|--------------------------------|------------------|
| Design Team Schedule Extension | \$36,000 |
| Scheduling Effort | \$7,200 |
| Project Representation | \$100,000 |
| Air Monitoring / Air Sampling | <u>\$58,000</u> |
| Total | \$201,200 |

We will work to minimize these costs, but we understand that you do not want to have to request additional funding after this second request.

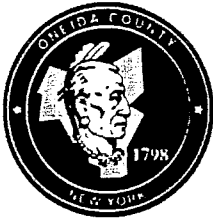
After you have had a chance to review this letter, please don't hesitate to call me with any questions.



Christopher J. Crolius, AIA
Principal

cc: Ben Heintz
MARCH file

CJC/bjd



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

January 8, 2020

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

FN 20 20 - 101

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

This change order adds additional construction phase services to the engineering contract for the Utica Street Bridge over Oriskany Creek project.

Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via Federal aid with a 5% local match. The Town of Whitestown was awarded \$1,400,000 (\$1,330,000.00 Federal/\$70,000.00 Whitestown) for rehabilitation of the Utica Street Bridge over Oriskany Creek. Oneida County agreed to assist the Town of Whitestown and act as project sponsor and the Town has agreed to be responsible for all expenses that are not eligible for Federal and/or state reimbursement.

Oneida County contracted with Delta Engineers to prepare plans/specifications and provide construction inspection services. Construction is complete and it is necessary to provide additional compensation for construction inspection services due to unforeseen work associated with relocation of a water main owned and operated by Mohawk Valley Water Authority and an extended construction schedule. The Department of Public Works negotiated Change Order #2 with Delta Engineers to provide additional construction inspection and administration services for a lump sum fee of \$23,267. Funding would be provided via Capital Project H-557 and a fee summary follows.

| | | |
|------------------------------|--------------------|---|
| Original Contract Fee: | \$181,485.00 | |
| Change Order 1 Fee: | \$110,961.00 | (construction inspection services) |
| Proposed Change order 2 Fee: | \$23,267.00 | (additional construction inspection services) |
| <hr/> Proposed Contract Fee: | <hr/> \$315,713.00 | |

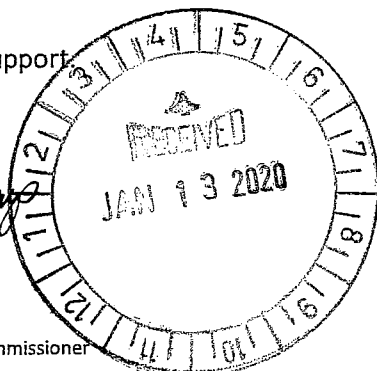
On November 6, 2019 the Oneida County Board of Acquisition and Contract approved Changer Order #2 to the contract with Delta Engineers with a Lump Sum fee of \$23,267.00 to provide additional construction inspection services for rehabilitation of the Utica Street Bridge over Oriskany Creek in the Town of Whitestown. The term begins upon execution and ends September 30, 2021. If acceptable, please forward the enclosed Change Order #2 to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis

Dennis S. Davis
 Commissioner



Reviewed and Approved for submittal to the
 Oneida County Board of Legislator by
Anthony J. Picente, Jr.
 Anthony J. Picente, Jr.
 County Executive

Date 1-13-20

cc: Mark E. Laramie, PE, Deputy Commissioner

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of & Address of Vendor: Delta Engineers, Architects, & Land Surveyors, D.P.C.
860 Hooper Road
Endwell, NY 13760

Title of Activity of Service: Professional Consulting Services
Start on Execution – 9/30/2021

Proposed Dates of Operation:
N/A

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services:

This amendment adds additional construction inspection services to the engineering contract for the Utica Street Bridge over Oriskany Creek project.

Construction is complete and it is necessary to provide additional compensation for construction inspection services due to unforeseen work associated with relocation of a water main owned and operated by Mohawk Valley Water Authority and an extended construction schedule. The Department of Public Works negotiated Change Order #2 with Delta Engineers to provide additional construction inspection and administration services for a lump sum fee of \$23,267. Funding would be provided via Capital Project H-557 and a fee summary follows.

| | | |
|------------------------------|--------------|---|
| Original Contract Fee: | \$181,485.00 | |
| Change Order 1 Fee: | \$110,961.00 | (construction inspection services) |
| Proposed Change order 2 Fee: | \$23,267.00 | (additional construction inspection services) |
| Proposed Contract Fee: | \$315,713.00 | |

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

3) Program Design and Staffing: N/A

4)Funding

| | | |
|--------------------------|---|--------------|
| | Account #: | H-557 |
| | Total Funding Requested: | \$315,713.00 |
| | Oneida County Dept. Funding Recommendation: | \$315,713.00 |
| Proposed Funding Sources | Federal: | \$277,823.70 |
| | State: | \$0.00 |
| | County: | \$0.00 |
| | Town of Whitestown: | \$37,889.30 |

Past Performance Data: N/A

O.C. Department Staff Comments: None

Contract No. 17723
Project No. PIN 2754.34
Change Order No. 2
Effective Date November 6, 2019

CHANGE ORDER

This Change Order modifies the Agreement entered into the 3rd day of August, 2017, between Oneida County ("COUNTY") and Delta Engineers, Architects, & Land Surveyors, D.P.C. ("CONSULTANT") as follows:

1. Change in Services:

1.1. CONSULTANT shall provide additional construction inspection services as defined in Attachment A, attached hereto and incorporated herein.

2. Change in time of Performance (attach schedule if appropriate):

2.1. No Change.

3. Change in CONSULTANT's Compensation:

3.1. CONSULTANT shall be compensated an additional fee in the amount of \$23,267.00 as defined in Attachment A, attached hereto and incorporated herein.

All other terms and conditions, no inconsistent hereto, remain unchanged.

COUNTY

CONSULTANT

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

Joseph Mieczkowski

Signature

Joseph Mieczkowski, P.E.
Director of Transportation Services

Date: 12-9-19

Approved

Signature

Linda Bylica Lark
Assistant County Attorney

September 24, 2019 (via email)

Mark E. Laramie, P.E.
Deputy Superintendent of Highways
Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424

RE: Proposal to Provide Professional Engineering Services for:
Utica Street over Oriskany Creek (BIN 2206300)
PIN 2754.34
Project No. 2017.140.002

Dear Mr. Laramie:

We are submitting this supplemental agreement for the referenced project due to a project overrun. The reason for the overrun is as follows:

Construction support

- Attending meetings with MVWA and the contractor regarding the watermain construction and develop options for construction (standalone trestle versus carried by the bridge)
- Revising the steel framing plan to relocate the watermain from the fascia bay to the intermediate bay
- Attend a meeting with the Town of Whitestown to update the residents with the Construction Progress

Construction inspection

- Construction schedule has been extended 45 days for the original contract
- Delta Engineers, Architects, & Land Surveyors, DPC proposes to provide these supplemental services on an hourly basis, plus reimbursable expenses, with a Not-to-Exceed (NTE) price of \$23,267 (See attached Cost Control Report).

If acceptable, please sign a copy of this letter and return it to us.

Signed: _____ Date: _____

Respectfully,
DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, P.C.



Joseph J. Mieczkowski, PE
Director of Transportation Services
Encl.

“We are a seamless extension of our clients’ organizations”



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

FN 20 20-102

January 24, 2020

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Enclosed is an amendment to an agreement for professional consulting services with Bonacci Architects for 120 Airline Street, Oriskany.

Oneida County contracted with Bonacci Architects to prepare plans and specifications for renovation of office space which will accommodate Department of Social Services Medicaid, OFA, and IT Department employees. Additional consulting services are required for asbestos abatement and other minor renovations.

On November 20, 2019 the Oneida County Board of Acquisition & Contract approved Amendment Number 1 to the aforementioned contract with a proposed fee of \$15,430.00 to provide additional consulting services. The total fee would be increased to \$55,605.00 for basic services, plus asbestos abatement monitoring and construction phase services.

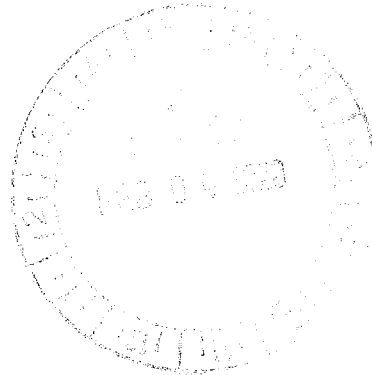
Please consider the enclosed Amendment Number 1 at your earliest convenience. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 1/24/20

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

| | |
|--|--|
| Name & Address of Vendor: | Bonacci Architects, PLLC 110 Fulton Street, Utica, NY 13501 |
| Title of Activity of Service: | Professional Consulting Services |
| Proposed Dates of Operation: | Start on Execution – 12/31/2020 |
| Client Population/Number to be Served: | N/A |

Summary Statements

1) Narrative Description of Proposed Services:

An amendment to an agreement with Bonacci Architects to add additional asbestos abatement and other minor renovations to the existing contract to prepare plans and specifications for renovation of office space at 120 Airline Street, Oriskany, to accommodate DSS Medicaid, OFA, and IT Department employees. This amendment increases the proposed fee for basic services by \$15,430.00.

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

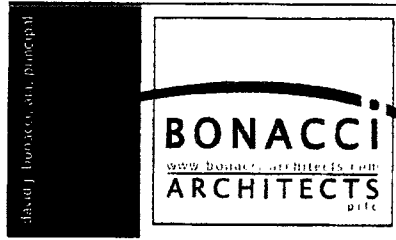
3) Program Design and Staffing: N/A

4)Funding

| | |
|---|---------------------|
| Account #: | H-473 |
| Total Funding Requested: | \$55,605.00 |
| Oneida County Dept. Funding Recommendation: | \$55,605.00 |
| Proposed Funding Sources | Federal: \$0.00 |
| | State: \$0.00 |
| | County: \$55,605.00 |
| | Other: \$0.00 |

Past Performance Data: N/A

O.C. Department Staff Comments: None



November 13, 2019

Mr. Mark Laramie
Oneida County DPW
5999 Judd Road
Oriskany, New York 13424

Re: DSS Space Renovations
BA 19019.01 / OC Contract H1950999

Dear Mark:

As per previous discussions, we respectfully submit the following request for additional fee of **\$15,430.00** based on Owner requested scope changes related to the additional building space to be readied for future occupancy by the County. Additional design services will include:

1. Additional hazmat survey, testing and design.
2. Architectural drawings related to removal of raised flooring, ceilings, and partitions as indicated.
3. MEP systems modifications as necessary due to demolition.
4. Recommissioning of perimeter heating units as well as overhead units as required.
5. Review of below floor partitioning for any remaining raised flooring and appropriate return air paths.
6. Temporary lighting in additional work area that will remain in place until future occupancy.

A breakdown of the requested additional fee is as follows:

| | |
|-----------|--------------------|
| BA: | \$ 3,230.00 |
| FS Eng: | \$ 6,500.00 |
| JB Evans: | <u>\$ 5,700.00</u> |
| Total: | \$ 15,430.00 |

We trust you find everything satisfactory; if you have any questions, please don't hesitate to contact me.

Yours truly,

A handwritten signature in black ink that reads "David J. Bonacci".

David J. Bonacci, AIA
Principal

c: DJB, PSS
LAF/contract file

formerly FULIGNI•FRAGOLA/ARCHITECTS PLLC



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

November 27, 2019

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

FN 20 20-103

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

The attached Change Order No. 2 modifies the Agreement with Lochner Engineering, P.C. concerning the Middle Settlement Road reconstruction project by adding street lighting.

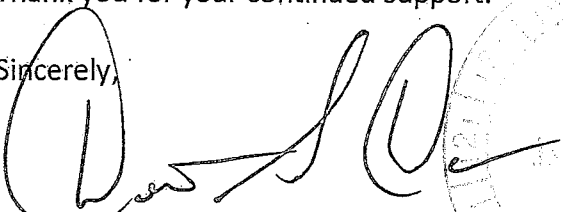
Oneida County will receive financial aid from New York State in the amount of \$4,520,000.00 for reconstruction of Middle Settlement Road in the Town of New Hartford. This amount will allow reconstruction to extend from State Route 5 (Seneca Turnpike) to Clinton Road (Lowes intersection). The Town of New Hartford requested installation of street lighting within the project limits. If installed, the Town of New Hartford has agreed to be responsible for all operation and maintenance costs.

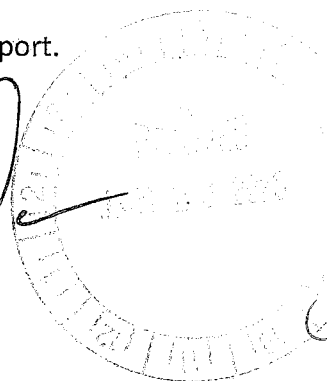
Oneida County contracted with Lochner Engineering, P.C. to prepare plans and specifications for this project. Street lighting was not in the original scope of work or consulting services agreement. On November 6, 2019 the Oneida County Board of Acquisition and Contract approved Change Order No. 2 from Lochner Engineering, P.C. with a fee of \$24,000.00 to prepare plans and specifications for street lighting. Total consulting fee would be increased to \$540,000.00. The term begins upon execution and ends September 30, 2021.

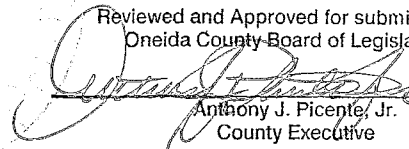
If the enclosed Change Order No. 2 is acceptable, please forward same to the Oneida County Board of Legislators for approval.

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 1-27-20

cc: Mark E. Laramie, PE, Deputy Commissioner

| | |
|--------------------|--------------|
| Competing Proposal | _____ |
| Only Respondent | _____ |
| Sole Source RFP | _____ |
| Other | <u> X </u> |

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Lochner Engineering, P.C.
181 Genesee Street
Utica, NY 13501

Title of Activity or Service: Change Order No. 2 to Professional
Consulting Services Agreement for
Middle Settlement Road Reconstruction

Proposed Dates of Operation: Start on Execution – 9/30/2021

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services: Oneida County contracted with Lochner Engineering, P.C. to prepare plans and specifications for the Middle Settlement Road project. Change Order No. 2 adds street lighting design for an additional \$24,000. The new total for professional services by Lochner is \$540,000.

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

3) Program Design and Staffing: N/A

4) Funding **Account #:** H-298
Total Funding Requested: \$540,000.00
Oneida County Dept. Funding Recommendation: \$540,000.00

| | |
|---------------------------------|-------------------------------------|
| Proposed Funding Sources | Federal: |
| | New York State: \$540,000.00 |
| | County: |
| | Other: |

Past Performance Data: N/A

O.C. Department Staff Comments: None

Contract No. 16930/H1647009

Change Order No. Two

Effective Date 11/06/2019

CHANGE ORDER

This Change Order modifies the Agreement entered into the 17th day of October, 2017, between the County of Oneida ("COUNTY") and Lochner Engineering, P.C. ("CONSULTANT"), as follows:

1. **Change in Services:**

CONSULTANT will develop a street lighting design for the 0.66 mile long project in accordance with Chapter 12 of the NYSDOT Highway Design Manual. Design to include determining the type of luminaire, mounting height, spacing and arrangement to ensure the average maintained horizontal illuminance and uniformity ratio values recommended in "An Informational Guide for Roadway Lighting" will be achieved. Scope of work and fee summary further defined in Exhibit A, attached hereto and incorporated herein.

2. **Change in time of Performance** (attach schedule if appropriate):

No Change

3. **Change in CONSULTANT's Compensation:**

| | |
|--------------------------|---------------------|
| Original Agreement | \$419,000.00 |
| Change Order One | \$97,000.00 |
| Change Order Two | \$24,000.00 |
| <u>Revised MAP Total</u> | <u>\$540,000.00</u> |

4. All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

CONSULTANT

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Signature

Allen J. Cowen
Allen J. Cowen, P.E.
Vice President

Date

Approved

Date

Linda B. Lark
Assistant County Attorney

1/15/20



**Reconstruct Middle Settlement Road
PIN 2754.27
Supplemental No. 2**

Scope of Services

6.02.20 Street Lighting

Lochner will develop a street lighting design for the 0.66 mile long project in accordance with Chapter 12 of the NYSDOT Highway Design Manual. Design to include determining the type of luminaire, mounting height, spacing and arrangement to ensure the average maintained horizontal illuminance and uniformity ratio values recommended in "An Informational Guide for Roadway Lighting" will be achieved.

LOCHNER

**Reconstruct Middle Settlement Road
PIN 2754.27
Supplemental No. 2**

Technical Assumptions

1. Lighting will not be provided for the Seneca Turnpike / Middle Settlement Road intersection.
2. NYSDOT specifications and pay items will be utilized.
3. There will be approximately 10 pay items associated with the lighting system.

Exhibit A, Page 3
Salary Schedule
Lochner Engineering, P.C.
Reconstruction of Middle Settlement Road (County Route 30) in the Town
of New Hartford
Oneida County Department of Public Works
Oneida County
October 1, 2019

| JOB TITLE | ASCE (A) OR NICET (N) GRADE | Average Hourly Rates: Present 9/2019 | OVERTIME CATEGORY |
|----------------------------|--------------------------------------|---|----------------------|
| | Managing Engineer | VII (A) | \$77.25 |
| Sr Engr/Scientist II | VI (A) | 70.39 | B |
| Sr Engr/Scientist I | V (A) | 56.43 | B |
| Project Engineer/Scientist | IV (A) | 45.58 | B |
| Engineer/Scientist III | III (A) | 39.14 | B |
| Engineer/Scientist | II/I (A) | 30.39 | B |
| Senior Technician | IV (N) | 39.72 | C |
| Technician III | III (N) | 37.60 | C |
| Technician II | II (N) | 32.45 | C |
| Technical Typist | NA | 26.90 | C |

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable of the original agreement.

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.

Exhibit A, Page 4
Staffing Table
Lochner Engineering, P.C.
Reconstruction of Middle Settlement Road (County Route 30) in the Town of New Hartford
Oneida County Department of Public Works
Oneida County
October 1, 2019

| JOB TITLE | ASCE (A) OR NICET (N) GRADE | Section | | | | | | | | Total Hours | Present Hourly Rate 2019 | Direct Technical Labor |
|----------------------------|--------------------------------------|---------|---|---|---|---|---|---|---|----------------|-----------------------------------|------------------------------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | |
| Managing Engineer | VII (A) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$77.25 | \$0.00 |
| Sr Eng/Scientist II | VI (A) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 70.39 | \$703.90 |
| Sr Eng/Scientist I | V (A) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 96 | 56.43 | \$5,417.64 |
| Project Engineer/Scientist | IV (A) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 45.58 | \$0.00 |
| Engineer/Scientist III | III (A) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 39.14 | \$0.00 |
| Engineer/Scientist | III (A) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 69 | 30.39 | \$2,096.57 |
| Senior Technician | IV (N) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 39.72 | \$0.00 |
| Technician III | III (N) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 37.60 | \$0.00 |
| Technician II | II (N) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 32.45 | \$0.00 |
| Technical Typist | NA | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 26.90 | \$0.00 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 175 | | \$8,218.10 |

Exhibit A, Page 5
Design Task Breakdown
Lochner Engineering, P.C.
Reconstruction of Middle Settlement Road (County Route 30) in the Town of New Hartford
Oneida County Department of Public Works
Oneida County
October 1, 2019

| SCOPE ITEM | Professional | | | | | | | Technical | | | | | Total Manhours |
|------------------------|---|------|----|-----|-----|------|-----|-----------|--------|--------|--------|----|----------------|
| | SE II | SE I | PE | ENG | ENG | ENG | ENG | Tech 4 | Tech 3 | Tech 2 | Tech 1 | TT | |
| | VII | VI | V | IV | III | II/I | IV | III | II | I | N/A | | |
| Section 6 | | | | | | | | | | | | | |
| Detailed Design | | | | | | | | | | | | | |
| 6.02 | Advanced Detail Plans | | | | | | | | | | | | |
| 6.02.01 | Title sheet, Index and Legend | | | | | | | | | | | | 0 |
| 6.02.02 | Typical Sections | | | | | | | | | | | | 0 |
| 6.02.03 | Maintenance & Protection of Traffic | | | | | | | | | | | | 0 |
| 6.02.04 | Maintenance Jurisdiction Table | | | | | | | | | | | | 0 |
| 6.02.05 | Survey Baseline Ties | | | | | | | | | | | | 0 |
| 6.02.06 | Miscellaneous Tables | | | | | | | | | | | | 0 |
| 6.02.07 | Miscellaneous Details | | | | | | | | | | | | 0 |
| 6.02.08 | Erosion/Sediment Control (inc SWPPP) | | | | | | | | | | | | 0 |
| 6.02.09 | Cross Sections | | | | | | | | | | | | 0 |
| 6.02.10 | General Plans (1:20 Scales) | | | | | | | | | | | | 0 |
| 6.02.11 | General Profile (1:20 h/1:4 v Scales) | | | | | | | | | | | | 0 |
| 6.02.12 | Grading (1:20 Scale) | | | | | | | | | | | | 0 |
| 6.02.13 | Sign and Sign Structures | | | | | | | | | | | | 0 |
| 6.02.14 | Traffic Signal Plans | | | | | | | | | | | | 0 |
| 6.02.15 | Pavement Marking Plans | | | | | | | | | | | | 0 |
| 6.02.16 | Utility & Drainage Plans (1:20 Scales) | | | | | | | | | | | | 0 |
| 6.02.17 | Large Culvert Plans | | | | | | | | | | | | 0 |
| 6.02.18 | ADP Submissions | | | | | | | | | | | | 0 |
| 6.02.19 | Resolve Comments | | | | | | | | | | | | 0 |
| 6.02.20 | Street Lighting | | | | | | | | | | | | 0 |
| | | 3 | | | | | | | | | | | 5 |
| | Notes and index of electrical sheets | 40 | | | | | | | 2 | | | | 64 |
| | Proposed street lighting sheets 20 scale | 7 | | | | | | | 244 | | | | 12 |
| | Electrical standards | 8 | | | | | | | 55 | | | | 16 |
| | Quantity calculations 10 pay items | 14 | | | | | | | 88 | | | | 24 |
| | Electrical engineering - photometric analysis | 8 | | | | | | | 100 | | | | 12 |
| | Spec and notes | 16 | | | | | | | 44 | | | | 32 |
| | Assume 2 submittals, coordination, field review | 10 | | | | | | | 16 | | | | 10 |
| | QC/QA | | | | | | | | | | | | 0 |
| 6.03.01 | Bid documents | | | | | | | | | | | | 0 |
| 6.03.02 | Spec and Notes | | | | | | | | | | | | 0 |
| 6.03.03 | Specifications | | | | | | | | | | | | 0 |
| 6.03.04 | Modify ADP's | | | | | | | | | | | | 0 |
| 6.03.05 | PS & E Submission | | | | | | | | | | | | 0 |
| 6.03.06 | Last Minute Revisions | | | | | | | | | | | | 0 |

Exhibit A, Page 6

| SCOPE ITEM | Professional | | | | | | | Technical | | | | | Total Manhours |
|---|--------------|-----------|-----------|----------|----------|----------|-----------|-----------|----------|----------|----------|----------|----------------|
| | SE II | SE I | PE | ENG | ENG | ENG | ENG | Tech 4 | Tech 3 | Tech 2 | Tech 1 | TI | |
| 6.04 Cost Estimating | | | | | | | | | | | | | 0 |
| 6.05 Utility Coordination | | | | | | | | | | | | | 0 |
| 6.08 Electronic Information Transmittal | | | | | | | | | | | | | 0 |
| 6.09 Construction Management Plan | | | | | | | | | | | | | 0 |
| Detailed Design Totals | 0 | 10 | 96 | 0 | 0 | 0 | 69 | 0 | 0 | 0 | 0 | 0 | 175 |
| Total | 0 | 10 | 96 | 0 | 0 | 0 | 69 | 0 | 0 | 0 | 0 | 0 | 175 |

Exhibit A, Page 7
Estimate of Direct Non- Salary Cost
Lochner Engineering, P.C.
Reconstruction of Middle Settlement Road (County Route 30) in the Town of New Hartford
Oneida County Department of Public Works
Oneida County
October 1, 2019

1. Travel, Lodging and Subsistence

| | | | | | | | |
|---|---|------------|-------|------------------|---------|------------|---------------|
| <u>Trips to :</u> | | | | | | | |
| Site | 0 | trips with | 15.00 | miles per trip @ | \$0.540 | per mile = | \$0.00 |
| Oneida County DPW | 0 | trips with | 20 | miles per trip @ | \$0.540 | per mile = | <u>\$0.00</u> |
| | | | | | | | \$0.00 |
| Tolls | 0 | trips @ | \$ - | per trip = | | | \$0.00 |
| TOTAL TRAVEL, LODGING, & SUBSISTENCE | | | | | | | \$0.00 |

2. Reproduction, Drawings & Report

| | | | | | | | |
|---|---|------|----|------------|--------|------------|---------------|
| 8-1/2 x 11 B/W Copies (Specifications) | 0 | sets | 40 | shœets/set | \$0.10 | each sheet | \$0.00 |
| 11 x 17 B/W Copies (Plans) | 0 | sets | 3 | sheets/set | \$0.15 | each sheet | \$0.00 |
| 8-1/2 x 11 B/W Copies (Reports) | 0 | sets | 50 | sheets/set | \$0.10 | each sheet | \$0.00 |
| 11 x 17 B/W Copies (Report Dwgs) | 0 | sets | 10 | sheets/set | \$0.10 | each sheet | \$0.00 |
| TOTAL REPRODUCTION, DRAWING & REPORT | | | | | | | \$0.00 |

TOTAL DIRECT NON - SALARY COST \$0.00

3. Subcontractor Cost

| | | | | | | | |
|----------------------------------|--|--|--|--|--|--|---------------|
| Asbestos (Estimated) | | | | | | | \$0.00 |
| TOTAL SUBCONTRACTOR COSTS | | | | | | | \$0.00 |

Exhibit A, Page 8
Summary
Lochner Engineering, P.C.
Reconstruction of Middle Settlement Road (County Route 30) in the Town of New Hartford
Oneida County Department of Public Works
Oneida County
October 1, 2019

| | |
|---|-----------------|
| Item IA, Direct Technical Salaries (estimated) subject to audit | \$8,218 |
| Item IB, Direct Technical Salaries Premium Portion of overtime (estimated) of overtime subject to audit | \$0 |
| Item II, Direct Non-Salary Cost (estimated) Expenses | \$0 |
| Item II, Direct Non-Salary Cost (estimated) Sub-Consultant Cost (RK Hite) | \$0 |
| Item II, Direct Non-Salary Cost (estimated) Sub-Consultant Cost (OSPA) | \$0 |
| Item II, Direct Non-Salary Cost (estimated) Sub-Consultant Cost (Prudent Engineering) | \$0 |
| Item II, Direct Non-Salary Cost (estimated) Sub-Contractor Cost (Asbestos) | \$0 |
| Item III, Overhead (estimated) subject to audit @ 162% | \$13,313 |
| Item II Fixed Fee - 10% | \$2,153 |
| <hr/> | |
| Total Estimated Cost | \$23,684 |
| Contingency | \$316 |
| <hr/> | |
| TOTAL FEE | \$24,000 |
| <hr/> | |



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

February 7, 2020

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

FM 20-20-104

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear County Executive Picente:

Attached for you review and approval is correspondence from Oneida County Public Health Director, Phyllis D. Ellis, requesting the creation of one (1) new full-time grant-funded Program Analyst position (grade 28W, step 2 at \$42,102) in the newly created Cost Center 4220.

As stated in Ms. Ellis's letter, the salary for this position will be covered in full for a period of two (2) years by a grant awarded to the Oneida County Public Health Department by the Bureau of Justice Assistance. The grant began September 1, 2019 and ends August 31, 2021.

If you concur with his request, please forward this letter to the Board of Legislators and ask that they create one (1) full-time grant-funded Program Analyst position (grade 28W, step 2 at \$42,102).

Sincerely,

John P. Talerico
Commissioner of Personnel

Copy: Phyllis D. Ellis, Director of Public Health
County Attorney
Budget

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

Anthony J. Picente, Jr.
County Executive

Date 2-10-20

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

January 31, 2020

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

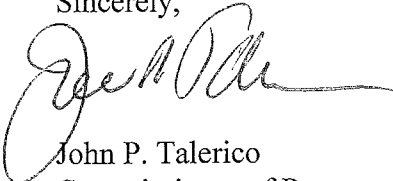
Dear County Executive Picente:

Attached for you review and approval is correspondence from Oneida County Public Health Director, Phyllis D. Ellis, requesting the creation of one (1) new full-time grant-funded Program Analyst position (grade 28W, step 2 at \$42,102) in the newly created Cost Center 4220.

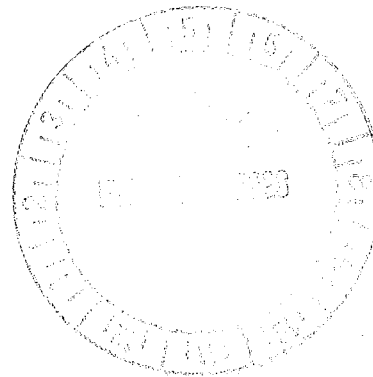
As stated in Ms. Ellis's letter, the salary for this position will be covered in full for a period of two (2) years by a grant awarded to the Oneida County Public Health Department by the Bureau of Justice Assistance. The grant began September 1, 2019 and ends August 31, 2021.

If you concur with his request, please forward this letter to the Board of Legislators and ask that they create three (3) full-time grant-funded Victim/Witness Coordinator positions (grade 28W, step 2 at \$42,102).

Sincerely,

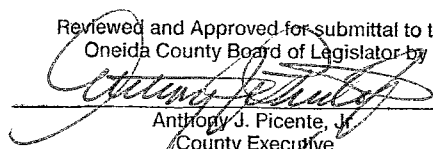


John P. Talerico
Commissioner of Personnel



Copy: Phyllis D. Ellis, Director of Public Health
County Attorney
Budget

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


Anthony J. Picente, Jr.
County Executive

Date 2/4/20

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501

January 21, 2020

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

FN 20 20-106

FAMILY & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators. It is an agreement with the House of the Good Shepherd for the operation of Non-Secure Detention Services providing the Department with five (5) reserved beds for Oneida County youth and the provision of two (2) Non-Secure Detention Liaisons.

The House of the Good Shepherd has provided Non-Secure Detention services for the Department since 1990. This co-ed facility provides a local temporary placement for Oneida County youth. Placements at non-secure detention are court ordered for youth either awaiting further court action or youth who are already adjudicated Persons in Need of Supervision (PINS) or Juvenile Delinquents (JD).

The two (2) Non-Secure Detention Liaisons will be present while Family Court is in session to ensure that the least restrictive and most cost-effective interventions are provided to youth who are entering the Oneida County juvenile justice system.

The term of this agreement commences January 1, 2020 and terminates December 31, 2020. The cost for 5 reserved beds and the two (2) Non-Secure Detention Liaisons will not exceed \$901,220.00 for the term of this Agreement. In the event the Department requires NSD beds above the five (5) reserved beds, there will be an additional fee.

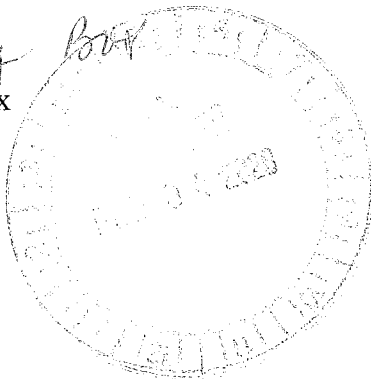
I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

CFB/vlc
attachment



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

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

Date 2/4/20

12902

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source X

Other

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: House of the Good Shepherd
1550 Champlin Avenue
Utica, New York 13502

Title of Activity or Services: Non-Secure Detention services and (2) Non-Secure Detention Family Court Liaisons

Proposed Dates of Operations: January 1, 2020 through December 31, 2020

Client Population/Number to be Served: Youth placed by Family Court remand, PINS warrant, JD warrant or placed by Peace Officer and youth entering the Oneida County juvenile justice system.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor's Non-Secure Detention Program will operate a co-ed facility at the Contractor's Sunset Avenue location in Utica, New York. The Contractor will reserve and provide the Department with 5 beds for youth in need of Non-Secure Detention Services to be utilized by Oneida County youth. The Contractor will provide two (2) Non-Secure Detention Family Court Liaisons to be present in Family Court to ensure that youth who are entering the Oneida County juvenile justice system are provided the least restrictive and most cost effective intervention.

2). Program/Service Objectives and Outcomes

Provides for the local temporary placement of youth who are placed by Family Court remand, PINS warrant, JD warrant or placed by a Peace Officer until or when a permanent placement is provided, determined or located. Non-Secure Detention Family Court Liaisons will assist the Court and the Department in making referrals for community-based services for youth, finding placements when necessary and ensuring that youth receive the services and supports they need.

3). Program Design and Staffing Level

A co-ed non-secure facility with 24-hour supervision and care; two (2) Non-Secure Detention Family Court Liaisons

Total Funding Requested: \$421.00 per reserved bed/per day for NSD program services and \$135,000.00 per year for the provision of NSD Family Court Liaisons

Oneida County Dept. Funding Recommendation: Account #: A6123.495

Mandated or Non-mandated: Mandated to provide Non-Secure Detention Services.

Proposed Funding Source (Federal \$ /State \$ / County \$): Estimated depending on utilization, total amount of service may increase if more than 5 beds are used.

| | | |
|---------------|------|--------------|
| State | 49 % | \$441,597.80 |
| County | 51 % | \$459,622.20 |

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider for this service since 1990. The maximum cost of the 5 reserved beds for the term of this Agreement is \$766,220.00. Should the department have the need for more than 5 beds in any given day the additional beds will be at the reduced bed rate. The Contractor was paid \$544,570.00 from January 2018 through December 2018 for this service.

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York (hereinafter called the "County"), through its Department of Social Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, and the House of The Good Shepherd, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with its principal place of business at 100 Lomond Court, Utica, New York 13502 (hereinafter called the "Contractor").

WITNESSETH

WHEREAS, the County has the responsibility for care and custody of certain youth who are subjects of judicial proceedings as Juvenile Delinquents (J.D.) who are remanded to Non-Secure Detention (NSD) prior to, during, and immediately after judicial proceedings in relation to such persons; and

WHEREAS, the County desires to reserve five (5) beds through the Contractor's operational NSD program, as well as related services for such persons; and

WHEREAS, the Contractor administers and manages the NSD program at its NSD facility located at 1550 Champlin Avenue, Sunset Ave, Utica, New York; and

WHEREAS, the New York State Office of Children and Family Services has and will certify said NSD program; and

WHEREAS, the County desires the services of Detention Diversion Liaisons to ensure that the least restrictive and the most cost effective interventions are provided to the youth entering the Oneida County Juvenile Justice System; and

WHEREAS, the Contractor has the staff, ability and expertise to provide Detention Diversion Liaisons to the County; and

WHEREAS, the County and the Contractor each desire to enter into an agreement for the provision of the NSD program and Detention Diversion Liaisons on the terms and conditions set forth herein;

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

I. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2020 through December 31, 2020. The option to renew this Agreement is at the sole discretion of the County, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

II. SCOPE OF SERVICES

1. The Contractor shall operate a co-ed facility from the Contractor's 1550 Champlin Avenue location in Utica, New York. The Contractor shall reserve and provide the County with five (5) beds to be used by Oneida County youth in need of NSD services.

2. NSD, its operations, rules and regulations, are clearly defined under Executive Law, the Family Court Act, and the New York State Office of Children and Family Services Regulations. All operations under this Agreement shall be established and implemented in accordance with all laws, rules and regulations relating to the operations of NSD facilities.

3. The NSD services shall be available to those youth meeting the criteria for detention in a juvenile delinquency matter under Section 304.1 of the Family Court Act.

4. All youth admitted:

- a. Must be accompanied by a Family Court remand; or
- b. Must be accompanied by a J.D. warrant; or
- c. Must be placed by a Peace Officer who is authorized to take a child who has run away from home, or who, in the reasonable opinion of the Peace Officer, appears to have run away from home. The Contractor shall inform a parent or other person legally responsible for such child's care and Family Court that it has received such a child.
 - i. If a Peace Officer places a child in the Contractor's NSD facility at times when Family Court is not in session, a hearing must be held within 72 hours of the time detention commenced, or the next day that Family Court is in session, whichever is sooner.

5. The Contractor shall provide each youth with the appropriate care, shelter, food, clothing, education, health care, recreation, case management services, outcome analysis and opportunity for family involvement to the extent possible.

6. The Contractor shall schedule medical examinations for all detained youth within 72 hours of admission, and shall arrange for any necessary emergency medical care while in detention. The Contractor shall pay for a complete physical examination. All other medical costs, including pharmaceutical, psychological or psychiatric services and dental costs, shall be the responsibility of the Parent(s) and/or the County.

7. Each youth shall receive 24-hour supervision by the Contractor.
8. All transportation of each youth shall be the responsibility of the Contractor, except as specified in paragraph 10, below.
9. The Oneida County Sheriff's Office shall transport each youth to and from the NSD facility for attendance at court proceedings when the Sheriff's Office is available to do so. In the event that the Sheriff's Office is not available to transport the youth to and from the NSD facility for attendance at court proceedings, the County shall contact the Contractor to request its assistance. The Contractor shall make every effort to respond to this need as soon as possible.
10. The Contractor shall ensure that intake is available 24 hours per day, seven (7) days per week for the NSD program.
11. The Contractor shall provide crisis intervention, admissions, and related services.
12. In the event a youth absconds from the NSD program, the following procedures shall be followed:
 - a. A missing person report shall be filed with the local authorities;
 - b. The child's parents shall be notified immediately;
 - c. The County shall be notified immediately; and
 - d. The Contractor shall pack up the youth's belongings and deliver them to the youth's parent or guardian.
13. The Contractor shall provide two (2) Detention Diversion Liaisons ("Liaisons") who shall:
 - a. Function as a liaison between Oneida County Family Court, other officers of the Court, Oneida County Departments, and local providers of juvenile justice services to ensure that youth involved in the Oneida County juvenile justice system receive the services and supports they need;
 - b. Meet with youth and their families at or before the Court appearance, gather relevant information, including information about pending charge(s) and the underlying issues that led to the youth's arrest;
 - c. Refer youth and their families to programs and services that could assist with reducing the risk of placement;
 - d. In the event a youth does not yet have an assigned Case Manager or Case Planner, the Liaison shall remain connected to the youth, the youth's family, and key providers during the pre-dispositional period in Family Court; and assist those youth in with referrals for services or placements, including placements outside of Oneida County, when necessary, and any necessary paperwork as requested by the Court.

III. CONTRACTOR RESPONSIBILITIES

1. The Contractor shall operate the NSD program in compliance with the applicable provisions set forth in Part 180 of the New York State Office of Children and Family Services Juvenile Detention Facilities Regulations.
2. The Contractor acknowledges that it is familiar with and has a copy of all rules and regulations of New York State pertaining to Contractor Shelters and Foster Boarding Homes, as well as the operation of Non-Secure Family Foster Care. The Contractor shall comply with all such rules and regulations required by New York State, including all amendments and additions thereto.
3. The Contractor represents that the NSD program complies with all federal, state and local laws, rules, regulations and ordinances, including but not limited to the Labor Law, Workers' Compensation Law, the Social Security Law, the New York State Civil Rights Law, Civil Rights Act of 1964 (including implementing regulations issued by United States Department of Justice and the Law Enforcement Assistance Administration).
4. The Contractor shall appropriately train and supervise all NSD program staff in its employ.
5. The Contractor shall maintain books, records and necessary supporting documents as required by Section 372 of the Social Services Law. The Contractor shall use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under the Agreement. The financial and statistical records shall be subject at all reasonable times to inspection, review, or audit authorized by the County and State governments.
6. The Contractor shall not assign, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein without the prior written consent of the Department.

IV. REIMBURSEMENT

1. The County shall reimburse the Contractor at the following rates for NSD program services:
 - a. The cost of reserving one (1) bed for one (1) day is called the "Contract County Per Diem Rate." Said rate is established by taking the actual program budget and dividing it by the total number of beds available for the year. The "Contract County Per Diem Rate" for the Agreement term of January 1, 2020 through December 31, 2020 shall be four hundred twenty-one dollars (\$421.00).
 - b. The County agrees to pay the Contract County Per Diem Rate of four hundred twenty-one dollars (\$421.00) for a total of five (5) reserved beds for the term of this Agreement ("Reserved Beds"). The total cost for the Reserved Beds shall not exceed seven hundred sixty-six thousand two hundred twenty dollars (\$766,220.00).

- c. Should the County need more than the Reserved Beds for a particular day, , this will be considered "Excess Utilization" and shall be billed to the County at a daily rate of four hundred twenty-one dollars (\$421.00) per additional bed per day for each calendar day in which the County's need exceeds the Reserved Beds.
 - d. Payment for "Excess Utilization" shall be made in addition to the payment for Reserved Beds.
2. For Liaison services provided under this Agreement, the County shall reimburse the Contractor eleven thousand two hundred fifty dollars (\$11,250.00) per month.
 3. The County shall reimburse the Contractor for Liaison and NSD program services on a monthly basis upon submission of a County voucher with all necessary supporting documentation attached.

V. SPECIAL CIRCUMSTANCES

1. In the event that another county needs to utilize one of the Reserved Beds, the other county shall be financially responsible for that bed and the County's bill shall be reduced to reflect such usage.
2. In the event that another county's youth is using a Reserved Bed that is needed by the County, the Contractor shall ensure that the Reserved Bed is used by the County's youth, who shall take priority over the youth from another county.
3. The County understands that Excess Utilization is on an available basis and the County's rights under paragraph V(2) do not apply.

VI.

VII. PERFORMANCE OF SERVICES

1. The Contractor 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 Contractor shall use its best efforts to perform the services such that the results are satisfactory to the County. The Contractor 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 same.
2. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the 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 Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants

in a manner satisfactory to the County, and in compliance with any and all applicable Federal, State, or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

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

VIII. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor'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 Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, and that they shall neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they shall 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 Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.

3. The Contractor's 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 Contractor shall be solely responsible for all applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor'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 services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA).

IX. INSURANCE AND INDEMNIFICATION

1. The Contractor 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 \$2,000,000 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 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 these additional insureds shall include completed operations.
 - iii. Abuse and Molestation coverage shall be included.
- b. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- i. Coverage for review of cases and resulting professional assessment.
 - ii. Coverage for Abuse and Molestation.
- c. Business Automobile Liability (BAL)
- i. BAL coverage with limits of at least \$1,000,000 each accident.
 - ii. BAL 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 \$5,000,000.
 - ii. Umbrella coverage shall 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.

e. Workers' Compensation and Employer's Liability

i. Statutory limits apply.

2. Waiver of Subrogation: The Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, BAL, 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 Contractor shall provide certificates 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 CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

4. Indemnification: The Contractor shall at all times defend, indemnify, and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act or omission, or commission by the Contractor, its officers or employees with respect to this Agreement and any of the terms thereof.

X. TERMINATION OF AGREEMENT

This Agreement may be terminated with a thirty (30) day written notice by either party.

XI. MISCELLANEOUS PROVISIONS

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

2. 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.

XII. 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.

XIII. 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 cancel and supersede 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 WHEREOF, the parties hereto have executed this Agreement as of the day and year first below written.

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., Oneida County Executive

Approved: _____

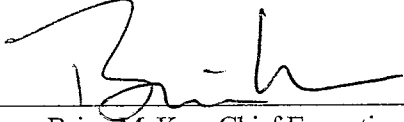
Kimberly A. Kolch, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Colleen Fahy-Box, Commissioner

Date: 1/15/2020



House of the Good Shepherd: _____

Brian McKee, Chief Executive Officer

APPENDIX A
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.

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:
 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 provided 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 Capital, 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 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 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.

The House of the Good Shepherd
NAME OF CONTRACTED AGENCY

BRIAN McKee CEO

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Brian McKee
SIGNATURE

1/15/2020
DATE

**Oneida County Department of Social Services
Contractor and Contract Staff**

Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of The House of the Good Shepherd, (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.

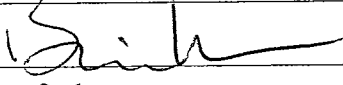
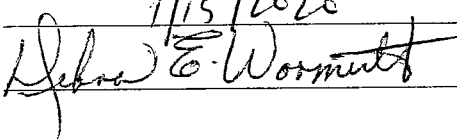
I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and 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: BRIAN mckee
Signature: 
Title: CEO
Date: 1/15/2020
Witness: 
Created 4-24-12

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 15th day of January, 2020, 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. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

HIPAA/HITECH BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT is made as of the 15th day of Jan., 2020 by and between the **Oneida County Department of Social Services** with a primary business address of 800 Park Avenue, Utica, NY 13502 ("Covered Entity") and **The House of the Good Shepherd** with a primary business address of 1550 Champlin Ave, Utica, NY 13502 ("Business Associate").

RECITALS:

WHEREAS, the Business Associate provides services for services pursuant to which the Covered Entity may disclose Protected Health Information ("PHI") to Business Associate in order to enable Business Associate to perform one or more functions for the Covered Entity.

WHEREAS, the parties desire to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services ("HHS") and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the "Privacy Rule"), the HIPAA Security Rule (the "Security Rule"), codified at 45 C.F.R. Part 164 Subpart C, and Subtitle D and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), including C.F.R. Sections 164.308, 164.310, 164.312, 164.316, and 164.402.

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, the Security Rule, and HITECH, including 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.402, 164.501, 164.502, 164.504, and Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules.
2. **Obligations and Activities of Business Associate.**
 - a. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, as Required by Law or as permitted by law, provided the use or disclosure would also be permissible by law if made by the Covered Entity.
 - b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the Security Rule, including those safeguards required pursuant to 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316, in the same manner that those requirements apply to the Covered Entity pursuant to 45 C.F.R. § 164.504.
 - c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, or of any Security Incident of which it becomes aware.
 - d. Business Associate agrees to report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410; and any Security Incident of which it becomes aware.
 - e. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from or created or received by Business Associate on

HIPAA/HITECH BUSINESS ASSOCIATE AGREEMENT

behalf of the Covered Entity agrees to substantially similar restrictions and conditions that apply through this Agreement to Business Associate with respect to that information through a contractual arrangement that complies with 45 C.F.R. § 164.314.

- f. Business Associate agrees to provide paper or electronic access, at the request of the Covered Entity and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide the Covered Entity with the information requested in the electronic form and format requested by the Individual and/or the Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by the Covered Entity.
- g. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.
- h. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for the purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule and Security Rule.
- i. Business Associate agrees to document disclosures of PHI and the information related to the disclosures that would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- j. Business Associate agrees to provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with this Agreement, to permit the Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 C.F.R. § 164.528.
- k. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402), it shall, following the discovery of a breach of such information, promptly notify the Covered Entity of the breach. The notice shall include: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) 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); and (c) a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches.
- l. Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 13405(d) of the HITECH Act applies.
- m. Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. § 164.501 unless permitted by the HITECH Act.
- n. Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.

HIPAA/HITECH BUSINESS ASSOCIATE AGREEMENT

o. Business Associate hereby agrees to comply with state laws applicable to PHI and personal information of individuals' information it receives from the Covered Entity during the term of the Agreement.

1. Business Associate agrees to:

a) Implement and maintain appropriate physical, technical, and administrative security measures for the protection of personal information as required by any state law, but not limited to:

i. Encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly;

ii. Prohibiting the transfer of personal information to any portable device unless such transfer has been approved in advance; and

iii. Encrypting any personal information to be transferred to a portable device.

b) Implement and maintain a Written Information Security Program as required by any state law.

2. The safeguards set forth in this Agreement shall apply equally to ePHI, PHI, and confidential and "personal information." Personal information is defined by any applicable law or regulation and means any information about an individual maintained by any agency, company or organization, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information; it also includes combinations of information such as an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number, or password, that would permit access to a resident's financial account; provided it is also information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context; however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state, or local government records lawfully made available to the general public.

3. Permitted Uses and Disclosures by Business Associate.

a. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform one or more functions for, or on behalf of, the Covered Entity provided that the use or disclosure would not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity required by 45 C.F.R. § 164.514(d).

b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was

HIPAA/HITECH BUSINESS ASSOCIATE AGREEMENT

disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- d. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Obligations of the Covered Entity

- a. The Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that the limitation may affect Business Associate's use or disclosure of PHI.
- b. The Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that the changes may affect Business Associate's use or disclosure of PHI.
- c. The Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that the restriction may affect Business Associate's use or disclosure of PHI. Otherwise, Covered Entity agrees that it will not furnish or impose by arrangements with third parties or other covered entities or Business Associates special limits or restrictions to the uses and disclosures of its PHI that may impact in any manner the use and disclosure of PHI by Business Associate.

5. Permissible Requests by the Covered Entity

- a. The Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, provided that, to the extent permitted by the Service Arrangement, Business Associate may use or disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

6. Compliance with Electronic Transactions Rule

- a. If Business Associate conducts in whole or part Electronic Transactions on behalf of the Covered Entity for which HHS has established standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of Electronic Transactions to comply, with each applicable requirement of the Electronic Transactions Rule at 45 C.F.R. Part 162. Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

7. Term and Termination.

- a. The term of this Agreement shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI provided by the Covered Entity to Business Associate, or created or received by Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to the information, in accordance with the termination provisions of this Section.
- b. Upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:
 - i. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement and the Service Arrangement if the breaching party does not cure the breach or end the violation within a reasonable time specified by the non-breaching party,

HIPAA/HITECH BUSINESS ASSOCIATE AGREEMENT

- ii. Immediately terminate this Agreement and the Service Arrangement if the breaching party has breached a material term of this Agreement and cure is not possible, or
 - iii. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.
- c. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its subcontractors or vendors return or destroy any of Covered Entity's PHI received from Business Associate.
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon the Covered Entity's written agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the PHI.

8. Miscellaneous.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. The Parties agree to take actions that are necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.
- c. The respective rights and obligations of Business Associate under Section 7 (c) and (d) of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with HIPAA and HITECH.
- e. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than the Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until the modification is committed to writing and executed by the parties hereto.
- g. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- h. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

HIPAA/HITECH BUSINESS ASSOCIATE AGREEMENT

- i. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of constructions, validity, and performance.
- j. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other party at its respective address as shown on the signature page, or at another address that the party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.
- k. This Agreement, including the portions that are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and the parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Oneida County Department of Social Services

By: _____
(Signature)

(PRINT Name & Title)

Date: _____

The House of the Good Shepherd

By:  _____
(Signature)

Brian R. McKee, CEO
(PRINT Name & Title)

Date: 1/15/2020

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

January 28, 2020

FN 20 20-107

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

WAYS & MEANS

Date 1-30-20

Dear County Executive Picente:

Attached for your review and approval is correspondence from Oneida County Commissioner of Social Services, Colleen Fahy-Box, requesting the addition of the title Director of Aging Services to Oneida County's Classification Plan. Also attached is the job specification that outlines the responsibilities and duties for this position and places it in the competitive class.

Commissioner Fahy-Box has expressed the need for a title that will assist in the management and coordination of the Office for the Aging/Continuing Care's programs, employees, and contracted agencies. I recommend the salary for Director of Aging Services be set at grade 37M, step 2 starting at \$57,777. I am not requesting any positions be created at this time.

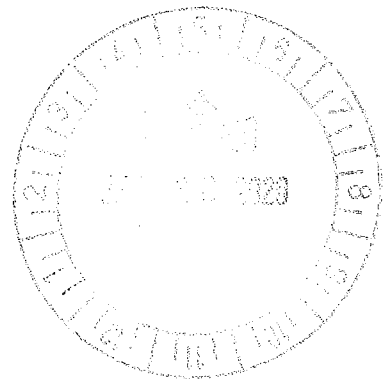
If you concur, please forward this letter to the Board of Legislators and ask that they set the salary for the title Director of Aging Services to be grade 37M, step 2 starting at \$57,777.

Sincerely,

[Signature]
John P. Talerico
Commissioner

Enclosures (2)

cc: Colleen Fahy-Box, Commissioner of Social Services
County Attorney
Budget





Oneida County
Anthony J. Picente, Jr.
County Executive

Office for the Aging & Continuing Care

Michael J. Romano
Director

120 Airline Street - Suite 201, Oriskany, NY 13424 Phone 315-798-5456 Fax 315-798-6444 E-mail: ofa@ocgov.net

November 25, 2019

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

NOV 28 2019
HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Amendment between Oneida County, through its Office for the Aging and Continuing Care, and The North Utica Senior Citizens Recreation Center, Inc. for your review and approval. If this Amendment meets with your approval, please forward it to the Board of Legislators for further consideration.

This Amendment is to provide additional funding in the amount of \$101,596.00 from a New York State Office for the Aging Unmet Needs grant. The individual program increases will be \$40,000.00 for Caregiver Respite and \$61,596.00 for the Community Living Program (\$36,250.00 for Consumer Directed Services and \$25,346.00 for EISEP Environmental Home Modifications), making the new total for the contract \$315,096.00. This Amendment commences January 1, 2019 and terminates December 31, 2019.

I am available at your convenience to answer any questions you may have regarding this Amendment.

Sincerely,

Michael J. Romano
Director

MJR/md

Enclosures



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

Anthony J. Picente, Jr.
County Executive
Date 1/27/20

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The North Utica Senior Citizens Recreation Center, Inc.
50 Riverside Drive
Utica, New York 13502

Title of Activity or Service: Amendment to add Unmet Needs Funding

Proposed Dates of Operation: January 1, 2019 – December 31, 2019

Client Population/Number to be Served:

Caregiver Support Program Emergency Respite Service:

Approximately fifty (50) clients are expected to be in need of respite services.

(a) Community Living Program (CLP):

Approximately forty (40) elderly and disabled individuals most at risk for Medicaid spend down and Nursing Home Placement.

(b) Veteran’s Directed Program (VDHCBS):

Approximately thirty (30) disabled Veterans most at risk for nursing home placement in need of community based long term care services.

(c) Alzheimer’s Associations Respite Grant:

Approximately forty (40) scholarships are available for clients with Alzheimer’s or a related disorder in need of respite services.

Summary Statements

1) Narrative Description of Proposed Services

(a) Caregiver Support Program Emergency Respite Services addresses the immediate, intermittent respite needs for a caregiver and care receiver.

(b) Community Living Program (CLP) will provide Oneida County with the ability to develop a flexible consumer directed model of service to allow clients to remain in their community.

(c) Veteran’s Directed Program (VDHCBS) will provide disabled Veterans with the ability to develop a flexible consumer directed model of service which will allow them to remain in the community.

(d) Alzheimer’s Association Respite Grant will address the immediate, intermittent respite needs for caregivers and care receivers who suffer from Alzheimer’s or related disorder.

2) Program/Service Objectives and Outcomes:

(a) Caregiver Support Program Emergency Respite Services will provide support service activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers that ultimately assist in keeping the care receiver in the community.

(b) Community Living Program (CLP) will link individuals with home and community based services and supports, using a budget based consumer driven plan of care, with services and goods selected by the consumer or primary caregiver.

(c) Veteran’s Directed Program (VDHCBS) will link Veterans with home and community based services and supports, using a budget-based consumer driven plan of care, with services and goods selected by the consumer or primary caregiver.

AMENDMENT

THIS AMENDMENT is by and 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 Office for the Aging and Continuing Care, with offices at 120 Airline Street, Suite 201, Oriskany, New York 13424, herein collectively referred to as the “County,” and The North Utica Senior Citizens Recreation Center, Inc., a domestic not-for-profit organized and existing under the laws of the State of New York, having its principal office located at 50 Riverside Drive, Utica, New York, hereinafter referred to as the “Contractor.”

WITNESSETH

WHEREAS, the County and the Contractor entered into an agreement whereby the Contractor provides fiscal intermediary services for the County’s aging services programs, hereinafter referred to as the “Original Agreement” (County contract number 75426), a copy of which is attached hereto as Exhibit “A.” The Original Agreement is in effect from January 1, 2019 through December 31, 2019; and

WHEREAS, since the execution of the Original Agreement, the New York State Office for the Aging and Continuing Care, herein referred to as “NYSOFA,” increased funding to the County for aging services through an Unmet Needs Grant; and

WHEREAS, the parties are desirous of entering into an Amendment to the Original Agreement regarding the following provisions,

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

1. The terms of this Amendment shall commence upon execution.
2. Paragraph 4B of the Original Agreement shall be replaced with the following language:

The County shall reimburse the Contractor for services provided an amount not to exceed \$315,096.00, of which a maximum of \$31,509.60 shall be utilized for program administration. The breakdown of program funding shall be as follows:

PROGRAM

| | |
|--|--------------|
| Caregiver Support Program Emergency Respite Services (IIS) | \$68,000.00 |
| Community Living program (EISEP/CLP) | \$116,596.00 |
| Veteran Directed Home and Community Based Services Programs (VDHCBS) | \$85,000.00 |
| Alzheimer’s Association Respite Grant | \$45,500.00 |
| Total | \$315,096.00 |

3. Paragraph 4C of the Original Agreement shall be replaced with the following language:

Reimbursement shall be made in five (5) installments upon submission of a County voucher in compliance with the Oneida County Office for the Aging Voucher Instructions for Units of Services Contracts, attached hereto as Appendix C. The reimbursement schedule will be as follows:

| <u>DATE</u> | <u>AMOUNT</u> |
|-------------------|---------------|
| January 1, 2019 | \$53,375.00 |
| April 1, 2019 | \$53,375.00 |
| July 1, 2019 | \$53,375.00 |
| October 1, 2019 | \$53,375.00 |
| December 31, 2019 | \$101,596.00 |

4. All other terms of the Original Agreement remain in effect without change or alteration.

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

The North Utica Senior Citizens Recreation Center, Inc.

By: *Yvonne McCluskey*
Maria Lena Froio, Executive Director
Yvonne McCluskey

01/10/2020
Date

Office for the Aging and Continuing Care

By: *Michael J. Romano*
Michael J. Romano, Director

1/19/20
Date

County of Oneida

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

Date

By: _____
Maryangela Scalzo, Asst. County Attorney

Date

AGREEMENT

THIS AGREEMENT, hereinafter known as "Agreement," by and between **THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, 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 by and through its **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter collectively known as the "**COUNTY**." All parties to the Agreement shall be known collectively as the "**PARTIES**."

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal Administration on Aging (AOA)-Older Americans Act Title III, Title V, New York State Office for the Aging (NYSOFA) – Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers (MIPPA)/ Senior Health Insurance Program (SHIP), and County of Oneida funds; and

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

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

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

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

1. TERM OF THE AGREEMENT

A. The term and conditions of this Agreement shall commence **January 1, 2019** and terminate **December 31, 2019**.

B. At the **COUNTY**'s sole discretion, this Agreement may be renewed for an additional four (4) one-year agreements. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with the **CONTRACTOR** on an annual basis and the **COUNTY** reserves the right to seek the same or similar services from third parties.

2. SCOPE OF SERVICES

A. The **CONTRACTOR** shall utilize program funds to provide flexible consumer services as part of the consumer's individualized budget-based plan of care created by the **COUNTY**, specifically, the program case coordinator, in collaboration with the consumer or the consumer's primary caregiver.

B. The **CONTRACTOR** shall maintain accounting services for the consumer's care budget, financial independent audits, and funds for the purchase of community services and supports required by this Agreement.

C. The **CONTRACTOR** shall establish a Memorandum of Understanding, consistent with this Agreement, with various community agencies of the consumer's choosing. The **CONTRACTOR** shall provide goods and services selected by the consumer and their caregiver, to be purchased out of the consumer's individual care budget, and listed in the consumer's self-directed plan of care.

D. The **CONTRACTOR** shall utilize funds to provide flyers, brochures, and family education materials deemed necessary and approved by the **COUNTY**.

E. The **CONTRACTOR** shall provide a monthly accounting of the program's fund balance with copies of invoices and other necessary supporting documents as required by the **COUNTY**.

F. The **COUNTY**, specifically the program case coordinator, will fax an approval form for each authorized service to each provider prior to services starting, and will provide the **CONTRACTOR** with a copy of each faxed approval form.

3. PERFORMANCE OF SERVICES

A. The **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services. The **CONTRACTOR** shall use its best efforts to perform the services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the consumer or consumer's 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.

B. The **CONTRACTOR** may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the **CONTRACTOR** deems necessary to perform the 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 **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the **COUNTY**, and in compliance with any and all applicable Federal, State or local laws and regulations.

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

4. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all **PARTIES** that the **COUNTY** shall reimburse the **CONTRACTOR** in accordance with the terms and conditions of this Agreement, EISEP, and the Older Americans Act.

B. The **COUNTY** shall reimburse the **CONTRACTOR** with total payments not to exceed Two Hundred Thirteen Thousand Five Hundred dollars (**\$213,500.00**). The breakdown of program funding will be as follows:

| <u>PROGRAM</u> | |
|--|---------------------|
| •Caregiver Support Program Emergency Respite Services (IIIE) | \$28,000.00 |
| •Community Living Program (EISEP/CLP) | \$55,000.00 |
| •Veteran Directed Home and Community Based Services Program (VDHCBS) | \$85,000.00 |
| •Alzheimer's Association Respite Grant | \$45,500.00 |
| TOTAL | \$213,500.00 |

C. The **COUNTY** funds are contingent upon availability of Federal, State, and County of Oneida funding. The **COUNTY** shall reimburse the **CONTRACTOR** a maximum of Two Hundred Thirteen Thousand Five Hundred dollars (**\$213,500.00**) of which **\$192,150.00** shall be for direct services and **\$21,350.00** for program administration. Reimbursement shall be payable as detailed in the Oneida County Office for the Aging Voucher Instructions For Units of Services Contracts, attached hereto as **APPENDIX C**. The payment schedule will be as follows:

| <u>DATE</u> | <u>PAYMENT AMOUNT</u> |
|--------------------|------------------------------|
| • January 1, 2019 | \$53,375.00 |
| • April 1, 2019 | \$53,375.00 |
| • July 1, 2019 | \$53,375.00 |
| • October 1, 2019 | \$53,375.00 |

D. Unused Caregiver Support Program Emergency Respite Services funds are allowed to be carried over from one fiscal year to the next and utilized for the Respite Scholarship Fund Program functions.

E. The **COUNTY** shall not be liable for any late fees or any interest on late payments.

F. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State, Federal and **COUNTY** funds for the purpose set forth in this Agreement. Should

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

G. The **COUNTY** reserves the right to withhold payment under this Agreement due to the **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

1. defective services;
2. third party claims;
3. failure of the **CONTRACTOR** to pay its subcontractors, if any;
4. damage to the **COUNTY**; or
5. failure to carry out the services in accordance with this Agreement.

H. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

5. TRAINING

The **CONTRACTOR** and its Assistants shall not be required to attend or undergo any training by the **COUNTY**. The **CONTRACTOR** 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.

6. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR** and its 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 **CONTRACTOR** and its Assistants, 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** 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. The **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. The **CONTRACTOR** and the **COUNTY**

agree that the **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** 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.

D. The **CONTRACTOR** acknowledges and agrees that neither the **CONTRACTOR**, nor its Assistants shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to **CONTRACTOR'S** 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 services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The **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** or its Assistants' 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** shall comply with Federal and State laws as supplemented in the Department of Labor regulations and any other regulations of Federal and State entities relating to such employment and Civil Rights requirements.

7. SUBCONTRACTS

A. A subcontractor is a person and/or entity who has an agreement with the **CONTRACTOR** to perform any of the services stated herein.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. **NON ASSIGNMENT CLAUSE**

The **CONTRACTOR** shall not 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 corporation or person without the prior written consent of the **COUNTY**.

9. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, the AOA, the NYSOFA, and the **COUNTY**, more fully described in **APPENDIX A**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The **CONTRACTOR** shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The **CONTRACTOR** shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., "***This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.***"). The **CONTRACTOR** shall forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

10. **NYSOFA TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

1. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
2. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
3. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
4. Older Americans Act (42 U.S.C. 3001, et seq.)
5. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
6. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
7. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
8. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
9. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
10. Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, shall provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the **COUNTY** for providing services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the services on older adults in the targeted populations identified by the **COUNTY** following the methods the **COUNTY** has established for

complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

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

D. To the extent that this Agreement with the **COUNTY** is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors shall perform such work in accordance with the terms of the Area Plan. The **COUNTY** agrees to make the Area Plan available to the **CONTRACTOR**.

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

11. **GRIEVANCE PROCEDURES**

The **CONTRACTOR** shall implement the Oneida County Office for the Aging Grievance Procedures as required by the NYSOFA. The written procedures are attached as **APPENDIX B**.

12. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall keep program funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging Voucher Instructions For Units of Services Contracts, refer to **APPENDIX C**.

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

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

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

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

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

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

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the 45 C.F.R. §75.381

13. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** 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.

B. The **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, 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 services of the **CONTRACTOR** and its agents, servants, employees, independent contractors, volunteers or partners and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, employees, independent contractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers, independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and

protection of all of its agents, servants, employees, independent contractors, volunteers or partners whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend, and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the **CONTRACTOR** shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** 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 shall have at least an A- (excellent) rating by A.M. Best.

C. Prior to the start of any work, the **CONTRACTOR** shall provide certificates of insurance to the **COUNTY**. The certificates shall be on forms approved by 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 **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.

D. Certificates of Insurance: 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, Business Automobile Liability Policy, and Excess/Umbrella Policy. These certificates and the insurance policies required below 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**. The **COUNTY** must be named as the certificate holder and additional insured.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured 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.

1. 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.

F. Business Automobile Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a Business Auto Liability Insurance policy in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary and non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than One Million Dollars (\$1,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis. 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.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and shall provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

I. Workers' Compensation and Employer's Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractor(s) to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirements paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event that the **CONTRACTOR** and its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Business Automobile Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.

15. **REPORTING REQUIREMENTS**

- A. The **COUNTY** shall, pursuant to the requirements of CSEP/ III-E funded programs, comply with the Definition of Services, April 2011, as established by the NYSOFA (96-PI-43).
- B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.
- C. The **CONTRACTOR** shall maintain appropriate consumer records on each consumer who receives services through this program; the **COUNTY** shall have access to the consumer records upon request; the **COUNTY** shall have ownership of all consumer's records and files.
- D. The **CONTRACTOR** shall comply with policies ensuring consumer confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to a consumer's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.
- E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

16. **COORDINATION REQUIREMENTS**

- A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.
- B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services under this Agreement, to obtain needed services.
- C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

- A. The Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.
- B. The **COUNTY** reserves the right to cancel the Agreement upon thirty (30) day written notice to the other party.
- C. The **CONTRACTOR** agrees that in the event of termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.
- D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to consumers shall not be detrimental to the consumers' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the consumers' behalf.

18. **ENTIRE AGREEMENT**

A. 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.

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all **PARTIES**.

C. 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.

19. **INCORPORATION BY REFERENCE**

All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

20. **STANDARD ADDENDUM**

The **CONTRACTOR** shall comply with the Standard Oneida County Conditions Addendum which is attached hereto and made a part hereof.

21. **CHOICE OF LAW/FORUM**

A. 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 in the United States District Court for the Northern District of New York.

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

22. **SUCCESSORS AND ASSIGNS**

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.

23. **NON WAIVER**

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.

24. **SEVERABILITY**

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.

25. AUTHORITY TO ACT/SIGN

The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

26. 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.

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

THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.

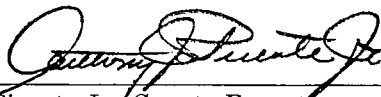


MariaLena Froio, Executive Director

4/10/19

Date

COUNTY OF ONEIDA



Anthony J. Picente Jr., County Executive

4/16/19

Date

OFFICE FOR THE AGING AND CONTINUING CARE

Michael J. Romano
Michael J. Romano, Director

1/24/09
Date

Approved:

By: Maryangela Scalzo
Maryangela Scalzo, Assistant County Attorney

4/15/19
Date

APPENDIX AA

**Caregiver Respite
Policies and Procedures**

Title: The Caregiver Support Program Coordination of Respite Services

Purpose: To identify caregivers and care receivers who are appropriate to be funded under the Caregiver Support Program for Respite Services.

The Caregiver Support Program is a program of the Oneida County Office for the Aging. The Oneida County Office for the Aging subcontracts the service to provide:

- Respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities through Institutional Respite Services.

To be eligible for Respite Services, there must be:

1. Caregiver as defined below.
2. Care receiver as defined below.
3. A respite need that will help sustain the caregivers efforts to care for an older relative who has a chronic illness or disability and will promote the ability of these individuals to remain in their homes and local communities instead of being placed in residential facilities. The respite need can be categorized as either or both of the following:
 - A. An imminent or emergency respite need that enables caregivers to be temporarily relieved from their caregiving responsibilities so that the caregiver can resume caregiving responsibilities once the short term need has been satisfied; **AND/OR**
 - B. A respite need for a caregiver that is attempting to develop a long term plan of care for the care receiver to remain in the community and requires temporary, short term assistance from the Respite Services to accomplish this.

Caregiver is defined as “family caregiver means an adult family member, or another individual who is an informal provider of in-home and community care to an older (age 60 and older) individual.” ¹

Care receiver, for purposes of Respite Services, is defined as an individual that is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision, or due to a cognitive or other mental impairment which requires substantial supervision.

Respite is defined as the ability to provide a brief period of relief or rest by providing activities and or services for the care receiver on an intermittent, occasional, or emergency basis such as: temporary, substitute supports, or short-term living arrangements may be in the form of in-home respite, adult care respite, respite guest hours, or institutional respite.

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Oneida County, through its Office for the Aging, hereinafter known as the “**COUNTY**,” The North Utica Senior Citizens Recreation Center, Inc., hereinafter known as the “**CONTRACTOR**,” and Participating Nursing Home Facilities will coordinate Respite Services pursuant to the following procedure:

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<sup>1</sup> US Administration on Aging, Title III Part E National Family Caregiver Support Program (from the 2000 Amendments to the Older Americans Act)

- The **COUNTY** shall receive from the Contractor requests for Respite Services including dates of stay.
- The **COUNTY** shall complete a home assessment by the **COUNTY'S** case manager and/or the Caregiver Support Program Coordinator.
- The **COUNTY** shall complete appropriate paperwork to determine need and eligibility including the Caregiver Assessment Form, release of information for care receiver, release of information for caregiver, Compass Assessment Form for care receiver, and Medication List for care receiver.
- The Caregiver Support Program Coordinator shall contact the designated contact person at a Participating Nursing Home Facility based on client geographic location, need, and request.
- The Caregiver Support Program Coordinator shall provide the chosen Participating Nursing Home Facility with the care receiver's name, social security number, date of birth, address, and phone number.
- The Caregiver Support Program Coordinator shall fax the following paperwork to the designated contact person at the Participating Nursing Home Facility: COMPASS, releases of information, and medication list.
- The Caregiver Support Program Coordinator shall contact the caregiver and/or the care receiver to verify the approved Respite Services and inform them of the following steps in the procedure.
- The Participating Nursing Home Facility shall contact caregiver and care receiver to schedule the Participating Nursing Home Facility's own assessment.
- The Participating Nursing Home Facility shall obtain doctor's orders for the Respite Services, if the Facility is having difficulty, the Facility can request the Caregiver Support Program Coordinator facilitate obtaining the doctor's orders by utilizing the Caregiver Support Request Form.
- The Participating Nursing Home Facility shall obtain and complete any other paperwork related to Respite Services as it pertains to any related regulations or individual Facility policies.
- The Participating Nursing Home Facility shall provide Respite Services for the prior approved time at the current Medicaid rate.
- The Participating Nursing Home Facility shall submit a **COUNTY** Voucher to the **COUNTY**.
- The Caregiver Support Program shall confirm that the Respite Services were rendered by contacting the caregiver and/or care receiver.
- The Caregiver Support Program shall authorize the **CONTRACTOR** to submit payment to the Participating Nursing Home Facility.

## APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal opportunity Provisions of the Workforce investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)
- 23) Office of Management and Budget (OMB):
  - a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
  - b. OMB Circular A-95 (Clearinghouse Review)
  - c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)

- d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)
  - e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)
  - f. OMB Circular A-128 (Audits of State and Local Governments)
  - g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- 24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)
  - 25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)
  - 26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)
  - 27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)
  - 28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)
  - 29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
  - 30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
  - 31) Legal Assistance Standards (94-PI-52 [12/29/94])
  - 32) Weatherization Referral and Packaging Program (WRAP) Handbook
  - 33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
  - 34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)
  - 35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
  - 36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

## APPENDIX B

### **ONEIDA COUNTY OFFICE FOR THE AGING Grievance Procedures**

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

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

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

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

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

### **Grievance Process**

#### **Filing a Grievance**

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

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

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

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

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

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

#### **Record Keeping**

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

#### **Confidentiality**

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

**APPENDIX C**  
Oneida County Office for the Aging  
**Voucher Instructions**  
**For Units of Services Contracts**

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

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

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

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
  - ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
  - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
  - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.
9. **Changes To The Budget** (including personnel):
  - ✓ Submit a Budget Revision and a justification for the change.
10. **Technical Assistance:**
  - ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

**STANDARD ONEIDA COUNTY CONDITIONS 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).

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors 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. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



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

Office for the Aging & Continuing Care

**Michael J. Romano**  
Director

120 Airline Street - Suite 201, Oriskany, NY 13424 Phone 315-798-5456 Fax 315-798-6444 E-mail. ofa@oegov.net

November 25, 2019

FN 20 20-109

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

CLERK OF THE BOARD OF SUPERVISORS

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Amendment between Oneida County, through its Office for the Aging and Continuing Care, and GTL, Incorporated d/b/a Link to Life, located at 27475 Meadowbrook Road, Novi Michigan 48377-3532 for your review and approval. If this Amendment meets with your approval, please forward it to the Board of Legislators for further consideration.

This Amendment provides additional funding from the New York State Office for the Aging through an Unmet Needs grant. The amount for this Amendment is \$25,060.00, making the new total for the contract \$91,060.00.

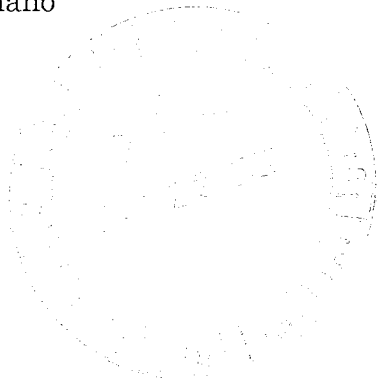
I am available at your convenience to answer any questions you may have regarding this Amendment.

Sincerely,

Michael J. Romano  
Director

MJR/md

Enclosures



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 1-28-20

Oneida Co. Department: \_\_\_\_\_

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

GTL, Incorporated d/b/a Link to Life  
27475 Meadowbrook Road  
Novi, Michigan 48377-3532

**Title of Activity or Service:**

Amendment to add Unmet Needs Funding

**Proposed Dates of Operation:**

April 1, 2019 through March 31, 2021

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

Approximately 300 clients

**Summary Statements:**

**1) Narrative Description of Proposed Services**

To provide Personal Emergency Response Systems (PERS) services which allow senior citizens the ability to stay safe and independent in their own home.

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

PERS services are used as ancillary to in-home services by eligible clients of the Expanded In-Home Services for the Elderly Program (EISEP).

**3) Program Design and Staffing**

N/A

**Total Funding Requested:**

\$ 91,060.00

**Account #:** A6774.495.99

**Oneida County Dept. Funding Recommendation:** \$91,060.00

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

Federal: 0% (\$0)

State: 75% (\$49,500.00)

County: 25% (\$16,500.00)

State UMN: (\$25,060.00)

**Cost Per Client Served:**

\$14.00 – Rental per month for Landline Device

\$23.00 – Rental per month for Cellular Device

\$5.00 – Additional fee per Spouse

\$6.00 – Additional fee for Fall Detection Device

\$0.00 – Installation Fee

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This amendment increases funding for PERS services provided in 2019 through an Unmet Needs Grant from NYSOFA.

## **FIRST AMENDMENT**

**THIS FIRST AMENDMENT** is by and 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, by and through its Office for the Aging and Continuing Care, with offices at 120 Airline Street, Suite 201, Oriskany, New York, herein collectively referred to as the "County," and GTL, Incorporated, a domestic business corporation organized and existing under the laws of the State of New York, having its principal office located at 27475 Meadowbrook Road, Novi, Michigan, hereinafter referred to as the "Contractor."

### **WITNESSETH**

WHEREAS, the County and the Contractor entered into an agreement whereby the Contractor provides Personal Emergency Response System (PERS) services to Oneida County residents, hereinafter referred to as the "Original Agreement" (County contract number 80759), a copy of which is attached hereto as Exhibit "A." The Original Agreement is in effect from April 1, 2019 through March 31, 2021; and

WHEREAS, since the execution of the Original Agreement, the New York State Office for the Aging and Continuing Care, herein referred to as "NYSOFA," increased funding to the County for PERS services through an Unmet Needs Grant; and

WHEREAS, the parties are desirous of entering into a First Amendment to the Original Agreement regarding the following provisions,

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

1. Paragraph 4D of the Original Agreement shall be replaced with the following language:

The total reimbursement paid by the County to the Contractor for Services provided under this Agreement shall not exceed ninety-one thousand sixty dollars (\$91,060.00).

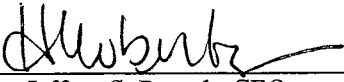
2. All other terms of the Original Agreement remain in effect without change or alteration.

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IN WITNESS WHEREOF, the County and the Contractor have signed this First Amendment on the day and year written below.

**GTL, Incorporated**

By:   
~~Jeffery S. Prough, CEO~~  
Heather Robertson, Admin/Compliance Mgr.

1-10-2020  
Date

**Office for the Aging**

By:   
Michael J. Romano, Director

1/19/20  
Date

**County of Oneida**

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Maryangela Scalzo, Asst. County Attorney

\_\_\_\_\_  
Date

## AGREEMENT

This Agreement, made by and between **GTL, INCORPORATED dba LINK TO LIFE**, a domestic business corporation organized and existing under the laws of the State of New York, with the principal executive office located at 27475 Meadowbrook Road, Novi, MI 48377, hereinafter referred to as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York with its offices located at 800 Park Avenue, Utica, NY 13501, by and through its **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter collectively referred to as the "**COUNTY**," the **CONTRACTOR** and the **COUNTY** shall collectively be called the "Parties."

### WITNESSETH:

**WHEREAS**, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, New York State Office for the Aging (NYSOFA) – Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers (MIPPA)/ Senior Health Insurance Program (SHIP), and County of Oneida funds; and

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

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

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

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

1. **TERM OF AGREEMENT**

A. The terms and conditions of this Agreement shall commence **April 1, 2019** and terminate **March 31, 2021**.

B. The **COUNTY** may, in its sole discretion, renew this Agreement for an additional two (2) one-year terms. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with the **CONTRACTOR**, and the **COUNTY** reserves the right to seek the same or similar services from third parties.

2. **SCOPE OF SERVICES**

A. The **CONTRACTOR** shall provide Personal Emergency Response System (PERS) items to be used as ancillary equipment as an in-home service provided to eligible clients of the Expanded In-home Services for the Elderly Program (EISEP) and the Caregiver Support III-E Program.

B. The **CONTRACTOR** shall test each unit monthly, maintain records of such tests, and provide required conformation documentation as proof of successful client contact and equipment function for each client billed for along with a monthly voucher.

C. The authorization for said services will be made solely by the Office for the Aging's Director or designee.

3. **PERFORMANCE OF SERVICES**

A. The **CONTRACTOR** represents that the **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The **CONTRACTOR** shall use the **CONTRACTOR'S** best efforts to perform the services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the client or the client's 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.

B. The **CONTRACTOR** may, at the **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as the **CONTRACTOR** deems necessary to perform the 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 **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the **COUNTY**, and in compliance with any and all applicable federal, state or local laws and regulations.

C. The **CONTRACTOR** acknowledges and agrees that **CONTRACTOR** and its Assistants have no authority to enter into contracts that bind the **COUNTY** or create

obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

4. **REIMBURSEMENT FOR SERVICES**

A. The **COUNTY** shall reimburse the **CONTRACTOR** pursuant to the following schedule of fees:

- i. **\$14.00** per month per landline unit for monitoring and rental of PERS equipment;
- ii. **\$23.00** per month per cellular unit for monitoring and rental of PERS equipment;
- iii. **\$6.00** per month per client for an automatic fall detection device; and
- iv. **\$5.00** per month for an automatic fall detection device for a client's spouse.

B. The **CONTRACTOR** shall also provide PERS services to Oneida County residents who wish to privately pay. The **CONTRACTOR** shall honor the above fee schedule for private pay clients but may charge a one-time initial fee of \$50.00 for the cost of installation.

C. The obligations of the Parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

C. The **COUNTY** shall reimburse the **CONTRACTOR** in twelve (12) monthly vouchers as specified in the Oneida County Office for the Aging 2019-2020 Voucher Instructions for Units of Services Contracts which is attached as Appendix C.

D. The total reimbursement for services provided under this Agreement shall not exceed **Sixty Six Thousand Dollars (\$66,000.00)**.

5. **TRAINING**

A. The **CONTRACTOR** and its Assistants shall not be required to attend or undergo any training by the **COUNTY**, other than those trainings mandated by the federal, state or local law and regulations necessary to perform the services described herein. Except for those trainings mandated by federal, state or local law or regulations necessary to perform the services described herein, the **CONTRACTOR** 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.

6. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR** and its 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 **CONTRACTOR** and its Assistants, 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** 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. The **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. The **CONTRACTOR** and the **COUNTY** agree that the **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** and its Assistants shall not be eligible for compensation from the **COUNTY** due to illness; absence due to normal vacation; or absence due to attendance at school or special training or a professional convention or meeting.

D. The **CONTRACTOR** acknowledges and agrees that neither the **CONTRACTOR**, nor its Assistants, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to the **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to **CONTRACTOR'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 services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA).

The **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** or its Assistants' 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** 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.

7. **SUBCONTRACTS**

A. A subcontractor is a person and/or entity who has an agreement with the **CONTRACTOR** to perform any of the services stated herein.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. **NON ASSIGNMENT CLAUSE**

The **CONTRACTOR** shall not 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 corporation or person without the prior written consent of the **COUNTY**.

9. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the NYSOFA, and the **COUNTY**, more fully described in **APPENDIX A**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The **CONTRACTOR** shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The **CONTRACTOR** shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., "***This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.***"). The **CONTRACTOR** shall forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

## 10. **NYSOFA TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and

Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

- i. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
- ii. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
- iii. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- iv. Older Americans Act (42 U.S.C. 3001, et seq.)
- v. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
- vi. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
- vii. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
- viii. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
- ix. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
- x. Elder Law

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



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

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the **CONTRACTOR**.

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

11. **GRIEVANCE PROCEDURES**

The **CONTRACTOR** shall implement the **COUNTY'S** grievance procedures as required by the NYSOFA. The written procedures are attached in **APPENDIX B**.

12. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging 2019-2020 Voucher Instructions for Units of Services Contracts, attached hereto as **APPENDIX C**.

C. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement

during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

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

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

G. The **CONTRACTOR** shall have an independent audit conducted for the contracted program if it has provided the services described in this Agreement to the **COUNTY** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

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

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

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with 45 C.F.R. §75.381.

13. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** 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.

B. The **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, 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 services of the **CONTRACTOR** and its Assistants and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its Assistants or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its Assistants, and shall hold harmless and indemnify the **COUNTY**

from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, or its Assistants. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its Assistants whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the **CONTRACTOR** shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** 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 shall have at least an A- (excellent) rating by A.M. Best.

C. The **CONTRACTOR** shall not commence services until such insurance has been approved by the **COUNTY**. The **CONTRACTOR** shall provide insurance certificates on forms approved by 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.

D. Certificates of Insurance: 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, Business Automobile Liability, and Excess/Umbrella Policy. These Certificates and the insurance policies required below 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**. Oneida County must be named as the certificate holder and additional insured.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such

insurance shall not be less than Two Million Dollars (\$2,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured 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.

1) 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.

2) Coverage for sexual abuse and/or misconduct shall be included.

F. Business Automobile Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00). Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Umbrella/Excess Liability insurance in an amount not less than Ten Million Dollars (\$10,000,000.00) per occurrence and such insurance shall not be less than Ten Million Dollars (\$10,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. 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.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement, maintain a professional liability policy and shall provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

I. Workers' Compensation and Employer's Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which

will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirements paragraphs.

K. Reimbursement to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and its sub-contractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Business Automobile Liability, Professional Liability or Workers' Compensation and Employer's Liability Insurance maintained per the requirements stated above.

15. **REPORTING REQUIREMENTS**

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the Definition of Services as established by the NYSOFA Program Instruction 96-PI-43 (April 2011).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate client records on each EISEP client who receives services through this program; the **COUNTY** shall have access to the client records upon request; the **COUNTY** shall have ownership of all client's records and files.

D. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

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

16. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

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

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

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

B. The **COUNTY** reserves the right to cancel the Agreement upon thirty (30) day written notice to the other **CONTRACTOR**.

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

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

18. **ENTIRE AGREEMENT**

A. 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.

B. Oral statements and understandings are not valid or binding and this Agreement shall not be changed or modified except by a writing signed by all Parties.

C. 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.

19. **INCORPORATION BY REFERENCE**

All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

20. **STANDARD ADDENDUM**

The **CONTRACTOR** shall comply with the Standard Oneida County Conditions Addendum, which is attached hereto and made a part hereof.

21. **CHOICE OF LAW/FORUM**

A. 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 in the United States District Court for the Northern District of New York.

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

22. **SUCCESSORS AND ASSIGNS**

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.

23. **NON WAIVER**

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.

24. **SEVERABILITY**

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.

25. **AUTHORITY TO ACT/SIGN**

The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether

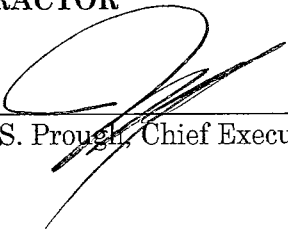
pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

26. **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.


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

**CONTRACTOR**

  
\_\_\_\_\_  
Jeffery S. Prough, Chief Executive Officer/President


5/8/2019  
Date

**COUNTY OF ONEIDA**

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

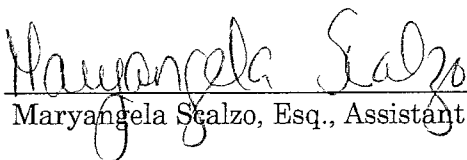
7-18-19  
Date

**OFFICE FOR THE AGING AND CONTINUING CARE**

  
\_\_\_\_\_  
Michael J. Romano, Director

5/24/19  
Date

**Approved:**

  
\_\_\_\_\_  
Maryangela Scalzo, Esq., Assistant County Attorney

July 15, 2019  
Date



## APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal opportunity Provisions of the Workforce investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)
- 23) Office of Management and Budget (OMB):

- a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
  - b. OMB Circular A-95 (Clearinghouse Review)
  - c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)
  - d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)
  - e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)
  - f. OMB Circular A-128 (Audits of State and Local Governments)
  - g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- 24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)
  - 25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)
  - 26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)
  - 27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)
  - 28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)
  - 29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
  - 30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
  - 31) Legal Assistance Standards (94-PI-52 [12/29/94])
  - 32) Weatherization Referral and Packaging Program (WRAP) Handbook
  - 33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
  - 34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)
  - 35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
  - 36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

## **APPENDIX B**

### **Oneida County Office for the Aging Grievance Procedures**

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

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

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

#### **Denial of Service or Client's Un-satisfaction of Service**

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

#### **Grievance Process**

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

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

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

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

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

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

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

**Record Keeping**

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

**Confidentiality**

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

## APPENDIX C

Oneida County Office for the Aging  
2019-2020  
**Voucher Instructions**  
**For Units of Services Contracts**

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

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

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

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
  - ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
  - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
  - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

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

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

**10. Technical Assistance:**

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

Susie Perritano, Accounting Supervisor

**STANDARD ONEIDA COUNTY CONDITIONS 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).

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors 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. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



Oneida County

Anthony J. Picente, Jr.  
County Executive

Office for the Aging & Continuing Care

Michael J. Romano  
Director

120 Airline Street-Suite 201 Oriskany, NY 13424 Phone 315-798-5456 Fax 315-768-3658 E-mail.ofa@ocgov.net

November 25, 2019

FN 20 25-110

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Lease Agreement between The North Utica Senior Citizens Recreation Center, Inc., and Oneida County, through its Office for the Aging and Continuing Care, for your review and approval.

This Lease Agreement will allow the Office for the Aging and Continuing Care to offer services and outreach to senior citizens at an additional location in Oneida County. The total amount of this Agreement is \$27,900.00. This amount consists of 45% federal funds (\$12,555.00), 50% state funds (\$13,950.00) and 5% Oneida County dollars (\$1,395.00). This Lease Agreement will commence October 1, 2019 and will terminate December 31, 2020.

I am available at your convenience to answer any questions you may have regarding this Lease Agreement. If you find the enclosed agreeable, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Michael J. Romano  
Director

MJR/md

Enclosures



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

Anthony J. Picente, Jr.  
County Executive

Date 1-27-20

Oneida Co. Department: Office for the Aging

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

The North Utica Senior Citizens Recreation  
Center, Inc.  
50 Riverside Drive  
Utica, New York 13502

**Title of Activity or Service:**

Lease Agreement for NY Connects Outreach and  
Education

**Proposed Dates of Operation:**

October 1, 2019 through December 31, 2020

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

Seniors aged 60 or above

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** To lease space in The North Utica Senior Citizens Recreation Center for use as an outreach site for senior citizens in Oneida County.
- 2) **Program/Service Objectives and Outcomes:** To support and educate Oneida County residents on HIICAP services.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$27,900.00      **Account #:** A6772.495.136

**Oneida County Dept. Funding Recommendation:** \$27,900.00

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

Federal: 45% (\$12,555.00)    State: 50% (\$13,950.00)    County: 5% (\$1,395.00)

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

## LEASE AGREEMENT

This Lease Agreement is made the 1st day of October, 2019 between the **County of Oneida**, a municipal corporation organized under the laws of the State of New York with its primary offices located at 800 Park Avenue, Utica, NY 13501, by and through its Office for the Aging and Continuing Care (hereinafter collectively called the "Lessee"), and **The North Utica Senior Citizens Recreation Center, Inc.** (hereinafter called the "Lessor"), a domestic not-for-profit corporation with its primary offices located at 50 Riverside Drive, Utica, New York 13502 (collectively called the "Parties") in consideration of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed at the following premises:

Approximately one hundred fifty-five (155) square feet of space in the premises owned by the Lessor and located at 50 Riverside Drive, in the City of Utica, Oneida County, New York (hereinafter the "Demised Premises").

### 1. TERM AND RENT

- a. The Lessee shall hold the Demised Premises for a term commencing on **October 1, 2019** and ending **December 31, 2020** unless sooner terminated as hereinafter provided.
- b. Total rent under this Lease Agreement shall be twenty-seven thousand nine hundred dollars and no cents (\$27,900.00).
- c. The Lessee shall pay the Lessor pursuant to the following schedule:
  - i. On October 1, 2019, for the term of October 1, 2019 through February 28, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.
  - ii. On March 1, 2020, for the term of March 1, 2020 through July 30, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.
  - iii. On August 1, 2020, for the term of August 1, 2020 through December 31, 2020, the Lessee shall pay the Lessor rent in the amount of \$9,300.00.

### 2. OPERATIONS

- a. The Lessee shall peaceably and quietly have, hold and enjoy the Demised Premises for use as its office for furthering its purposes as set forth in law. The public will be encouraged to use the facility. The Lessee will at all times have an employee or other designated individuals present for all activities sponsored by the Lessee.
- b. The Lessor shall be responsible for securing and maintaining all required operating permits, licenses and certificates.

### 3. MAINTENANCE

- a. The Lessor shall be responsible for maintaining the Demised Premises during the term of this Lease Agreement in a neat and sanitary condition. The Lessor agrees

to dispose of all solid waste and all recyclable waste.

- b. The Lessor also will provide janitorial services and maintenance of public areas, public bathrooms, hallways and entrances.

#### 4. SECURITY

The Lessor shall be responsible for securing said Demised Premises.

#### 5. COMMON AREAS

The Lessee shall have the right to use, in common with the Lessor and others legally entitled thereto, the facility's bathrooms, break room, and other common areas.

#### 6. UTILITIES/SERVICES

The Lessor agrees to furnish the Lessee with heat, electricity, water and sewer service. The Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers and security.

#### 7. ACCESS BY HANDICAPPED

At all times during the term of this Lease Agreement, those portions of the property which are made available to the Lessee as an adjunct to or part of or along the way to the means of ingress and egress to the Demised Premises shall remain handicapped accessible and safe for the use of the Lessee's employees, agents, invitees, and the general public.

#### 8. ACCESS TO PREMISES BY LESSOR

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

#### 9. INSURANCE

The Lessor agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the Demised Premises. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

10. WAIVER

No waiver of any breach or breaches of any provision or condition of this Lease Agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of this Lease Agreement or breach of same.

11. AMENDMENTS AND MODIFICATIONS

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

12. SEVERABILITY

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

13. CAPTIONS

The captions of the various paragraphs of this Lease Agreement are for convenience and reference purposes only. They are of no other effect.

14. RENEWAL

This Lease Agreement may be renewed, with the approval of the Oneida County Board of Legislators, for additional terms.

[SIGNATURES APPEAR ON THE NEXT PAGE]

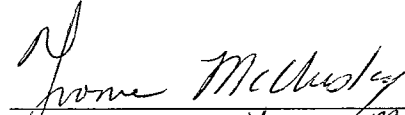


IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year above first written.

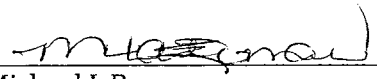
**County of Oneida**

**The North Utica Senior Citizens  
Recreation Center, Inc.**

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

  
\_\_\_\_\_  
~~Maria Lena Froio~~ Yvonne McCluskey  
Executive Director

**Office for the Aging and  
Continuing Care**

  
\_\_\_\_\_  
Michael J. Romano  
Director

Approved:

\_\_\_\_\_  
Maryangela Scalzo, Esq.  
Assistant County Attorney



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.  
County Executive

Michael J. Romano  
Director

120 Airline Street – Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

November 13, 2019

FN 20 20-111-

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

OFFICE OF THE COUNTY CLERK

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Agreement between Oneida County, through its Office for the Aging and Continuing Care, and the Resource Center for Independent Living, Inc., for your review. If this Agreement meets with your approval, please forward it to the Board of Legislators for further consideration.

This Agreement is for the provision of Adult Day Care Services. This Agreement will continue to provide community based long-term care services to the frail and elderly, and help older consumers to delay or divert nursing facility placement. The total amount of this Agreement is \$101,500.00 supported by 75% state funds (\$76,125.00), and 25% County funds (\$25,375.00). This Agreement commences January 1, 2020 and terminates December 31, 2020.

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

Sincerely,

Michael J. Romano  
Director

MJR/md

Enclosures

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

Anthony J. Picente, Jr.  
County Executive

Date 1-27-20

Oneida County Department: Office for the Aging

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Resource Center for Independent Living, Inc.  
131 Genesee Street  
Utica, New York 13501

**Title of Activity or Service:** Social Adult Day Care

**Proposed Dates of Operation:** January 1, 2020 through December 31, 2020

**Client Population/Number to be Served:** Frail elderly age 60+ with functional impairment

**Summary Statements**

**1) Narrative Description of Proposed Services**

Social Model Adult Day Care Services are a structured five hour; five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

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

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities - maintenance and enhancement of daily living skills, caregiver assistance, and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

**3) Program Design and Staffing**

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff; both paid and volunteer. The staff will supervise participants in a safe environment and the staff will provide appropriate activities and therapies that will enhance the participants' general wellbeing.

**Total Funding Requested:** \$101,500.00 **Account #:** 6772.495.116

**Oneida County Dept. Funding Recommendation:** \$ 101,500.00

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

Federal: \$0 State: 75% (\$76,125.00) County: 25% (\$25,375.00)

**Cost per Client Served:** \$75.00 per client per five hour day

**Past Performance Data:** The Resource Center for Independent Living has provided Social Adult Day Care since 1984.

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

## AGREEMENT

**THIS AGREEMENT** (“Agreement”) is by and between **RESOURCE CENTER FOR INDEPENDENT LIVING, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York located at 131 Genesee Street, Utica, New York (hereinafter known as the “**CONTRACTOR**”), and the **COUNTY OF ONEIDA**, a municipal corporation organized under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York, by and through its **OFFICE FOR THE AGING AND CONTINUING CARE** located at 120 Airline Street, Suite 201, Oriskany, New York (hereinafter collectively known as the “**COUNTY**”); each a “**PARTY**” and collectively the “**PARTIES**.”

### WITNESSETH:

**WHEREAS**, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal Administration on Aging-Older Americans Act Title III, Title V, New York State Office for the Aging (NYSOFA), Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers Act (MIPPA)/Senior Health Insurance Program(SHIP), and County of Oneida funds; and

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

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

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

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

1. **TERM OF AGREEMENT**

The terms and conditions of this Agreement shall **commence January 1, 2020** and **terminate December 31, 2020**.

5

2. **AGREEMENT RENEWAL**

A. At the **COUNTY'S** sole discretion, this Agreement may be renewed for three (3) additional one-year terms.

B. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with the **CONTRACTOR** on an annual basis and the **COUNTY** reserves the right to seek the same or similar services from third parties.

3. **SCOPE OF SERVICES**

A. The **CONTRACTOR** shall provide a Social Adult Day Care Services and Personal Care Assistance Level II Services (collectively, the "Services") to frail individuals ("Consumers") as authorized by the **COUNTY** or its designated agents. The Consumers served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are:

1. residing in rural areas,
2. with greatest economic need (with particular attention to low-income minority individuals);
3. with greatest social need (with particular attention to low-income minority individuals);
4. with severe disabilities; or
5. with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The **CONTRACTOR** shall provide the Services in Oneida County.

D. The **CONTRACTOR** shall provide the Services in accordance with all state, federal and local laws and regulations that govern such Services.

E. The **CONTRACTOR** agrees that all Consumers shall receive the Services only in accordance with an individualized **written** service plan that is based on the Comprehensive Assessment for Aging Network Community-Based Long Term Care Services (COMPASS), and shall specify the individual Consumer outcomes expected from the provision of the Services; the service plans shall be reevaluated at a minimum annually.

F. As specified in State of New York's regulations, all of the **CONTRACTOR'S** personnel, both paid and volunteer, shall attend any and all training necessary to perform the Services.

G. The **CONTRACTOR'S** personnel shall keep abreast of new developments in the field of Gerontology and community based services; attendance at relevant local, state, or national training is encouraged.

H. The **CONTRACTOR** and the **COUNTY** shall hold periodic coordinating meetings as needed.

I. The **CONTRACTOR** and the **COUNTY** shall work cooperatively to develop comprehensive Services for Oneida County.

4. **PERFORMANCE OF SERVICES**

A. The **CONTRACTOR** represents that the **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The **CONTRACTOR** shall use the **CONTRACTOR'S** best efforts to perform the Services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the Consumer or the Consumer's caregiver in order to determine 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.

B. The **CONTRACTOR** may, at the **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as the **CONTRACTOR** deems necessary to perform the 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 **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the **COUNTY**, and in compliance with any and all applicable federal, state or local laws and regulations.

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

5. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all **PARTIES** that the **COUNTY** shall reimburse the **CONTRACTOR** for the Services that shall be provided in accordance with the terms and conditions of this Agreement, CSEP regulations, and the Caregiver Support III-E grants.

B. The **COUNTY** shall reimburse the **CONTRACTOR** fifteen dollars (\$15.00) per hour for each Consumer for a maximum amount of seventy-five dollars (\$75.00) per day, which shall include the Services, meals, and transportation. A full day of the Services is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments at seven dollars fifty

cents (\$7.50) per half hour when the Consumer is attending less than five (5) hours per day.

C. The total reimbursement paid by the **COUNTY** to the **CONTRACTOR** for the performance of the Services described in this Agreement shall not exceed one hundred one thousand five hundred dollars (\$101,500.00).

D. Reimbursement shall be made in twelve (12) monthly installments upon submission of a **COUNTY** voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts attached as **APPENDIX C**.

E. The **COUNTY** shall not be liable for any late fees or for any interest on late payments. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State and **COUNTY** funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and **COUNTY** officials fail to approve sufficient funds for completion of the Services detailed in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

F. The **COUNTY** reserves the right to withhold reimbursement under this Agreement due to the **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

1. defective Services;
2. third party claims;
3. failure of the **CONTRACTOR** to pay its subcontractors, if any;
4. damage to the **COUNTY**; or
5. failure to carry out the Services in accordance with this Agreement.

G. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

## 6. **NO CLAIM FOR DAMAGE**

The **CONTRACTOR** shall make no claim for damages for delay of reimbursement due to an act or omission by the **COUNTY**.

7. **EXPENSES**

The **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, and other general operating expenses.

8. **TRAINING**

The **CONTRACTOR** shall be fully responsible for all training necessary to maintain any licenses or certifications needed by the Assistants to perform the Services described herein, and shall be solely responsible for the cost of the same.

9. **NON ASSIGNMENT CLAUSE**

The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

10. **SUBCONTRACTS**

A. A subcontractor is a person who has an agreement with the **CONTRACTOR** to perform any of the Services.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the Services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the Services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

11. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR'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 **CONTRACTOR**, 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**.

B. The **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 Services to other entities and/or the general public as a regular course of business. The **CONTRACTOR** and the **COUNTY** agree that the **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** Assistants shall not be eligible for compensation from the **COUNTY** due to

1. illness;
2. absence due to normal vacation;
3. absence due to attendance at school or special training or a professional convention; or meeting.

D. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to the **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the **CONTRACTOR'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 Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The **CONTRACTOR** shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.

E. 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.

F. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** or its Assistants' 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.

G. The **CONTRACTOR** shall comply with federal and state laws as supplemented in the Department of Labor Regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

12. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, AOA, the NYSOFA, and the **COUNTY**, more fully described in **APPENDIX A**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The **CONTRACTOR** shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The **CONTRACTOR** shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., "***This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.***"). The **CONTRACTOR** shall forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

13. **NYSOFA TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

1. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
2. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
3. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
4. Older Americans Act (42 U.S.C. 3001, et seq.)
5. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
6. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
7. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
8. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
9. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
10. Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide the Services, shall provide the Services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with

their need for such Services, and to meet specific objectives established by the **COUNTY** for providing the Services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the Services on older adults in the targeted populations identified by the **COUNTY** following the methods the **COUNTY** has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

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

D. To the extent that this Agreement with the **COUNTY** is for a program or service funded under the **COUNTY'S** Area Plan, the **CONTRACTOR** agrees that it and any subcontractors shall perform such Services in accordance with the terms of the Area Plan. The **COUNTY** agrees to make the Area Plan available to the **CONTRACTOR**.

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

14. **GRIEVANCE PROCEDURES**

The **CONTRACTOR** shall implement the Oneida County Office for the Aging Grievance Procedures as required by the NYSOFA. The written procedures are attached in **APPENDIX B**.

15. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts, attached as **APPENDIX C**.

C. The **COUNTY** shall be responsible for sending donation letters and collecting Consumer contributions for all Consumers who attend **COUNTY** funded Services. Any contributions received by the **CONTRACTOR** for **COUNTY** funded Consumer will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

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

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

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

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

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

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

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the 45 C.F.R. §75, et seq.

16. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** 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.

B. The **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from or out of the performance of the Services by the **CONTRACTOR** and its agents, servants, employees or Assistants, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of this Agreement.

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

17. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend, and hold harmless the **COUNTY**, its officers, agents, employees, as set forth above, the **CONTRACTOR** shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** 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 shall have at least an A- (excellent) rating by A.M. Best.

C. Prior to the start of any Services, the **CONTRACTOR** shall provide certificates of insurance to the **COUNTY**. The certificates shall be on forms approved by 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.

D. Certificates of Insurance: 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. These certificates and the insurance policies required below 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**.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

1. Coverage for the additional insured shall include completed operations,
2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project,
3. The 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,
4. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions),
5. The **CONTRACTOR** shall maintain CGL coverage for itself and the additional insured for the duration of this Agreement and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion of the Services.

F. Business Automobile Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Automobile

Liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Excess/Umbrella Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than One Million Dollars (\$1,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and will provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

I. Workers' Compensation and Employer's Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirement paragraphs.

K. Reimbursement to the **CONTRACTOR** may be suspended in the event that the **CONTRACTOR** or its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Business Automobile Liability, Excess/Umbrella Liability, Professional Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.



18. **REPORTING REQUIREMENTS**

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the definition of Services, as established by the NYSOFA Program Instruction 96-PI-43 (April 2011).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate Consumer records on each EISEP Consumer who receives Services pursuant to this Agreement; the **COUNTY** shall have access to the Consumer records upon request; the **COUNTY** shall have ownership of all Consumer's records and files.

D. The **CONTRACTOR** shall comply with policies ensuring Consumer confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the Consumer's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

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

19. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for Services under this Agreement, to obtain needed Services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

20. **AGREEMENT CANCELLATION**

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

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other **PARTY**.

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

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in Service to Consumers shall not be detrimental to the Consumers' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the Consumers' behalf.

21. **ENTIRE AGREEMENT**

A. 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.

B. Oral statements and understandings are not valid or binding, and this Agreement shall not be changed or modified except by a writing signed by all **PARTIES**.

C. 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 the same instrument.

22. **INCORPORATION BY REFERENCE**

All exhibits, addenda, appendices, and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

23. **STANDARD ADDENDUM**

The **CONTRACTOR** shall comply with the Standard Oneida County Conditions Addendum which is attached hereto and made a part hereof as **APPENDIX D**.

24. **CHOICE OF LAW/FORUM**

A. 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 in the United States District Court for the Northern District of New York.

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

25. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representation, successors and assigns.

26. **NON WAIVER**

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.

27. **SEVERABILITY**

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.

28. **AUTHORITY TO ACT/SIGN**

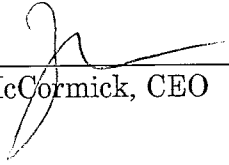
The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by the **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

29. **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.

IN WITNESS WHEREOF, the PARTIES have here unto set their hand on the date respectively stated.

**RESOURCE CENTER FOR INDEPENDENT LIVING, INC.**

  
\_\_\_\_\_  
Zvia McCormick, CEO

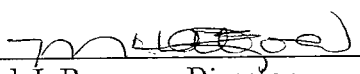
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**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**OFFICE FOR THE AGING AND CONTINUING CARE**

  
\_\_\_\_\_  
Michael J. Romano, Director

1/14/20  
\_\_\_\_\_  
Date

**Approved:**

By: \_\_\_\_\_  
Maryangela Scalzo, Assistant County Attorney

\_\_\_\_\_  
Date

## APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)
- 23) Office of Management and Budget (OMB):

- a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
  - b. OMB Circular A-95 (Clearinghouse Review)
  - c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)
  - d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)
  - e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)
  - f. OMB Circular A-128 (Audits of State and Local Governments)
  - g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- 24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)
  - 25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)
  - 26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)
  - 27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)
  - 28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)
  - 29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
  - 30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
  - 31) Legal Assistance Standards (94-PI-52 [12/29/94])
  - 32) Weatherization Referral and Packaging Program (WRAP) Handbook
  - 33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
  - 34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)
  - 35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
  - 36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

**APPENDIX B**  
Oneida County Office for the Aging  
**Grievance Procedures**

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

**Right to File a Grievance**

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

**Denial of Service or Client's Dissatisfaction of Service**

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

**Grievance Process**

**Filing a Grievance**

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

**Investigation and Response to a Grievance**

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

**Appeal of Initial Response/Decision**

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

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

**Record Keeping**

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

**Confidentiality**

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



**APPENDIX C**  
Oneida County Office for the Aging  
**Voucher Instructions**  
**for Units of Service Contracts**

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

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

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

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
  - ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
  - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
  - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

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

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

**10. Technical Assistance:**

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

Susie Perritano, Accounting Supervisor

## APPENDIX D

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

3. 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).

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

When applicable to the services provided pursuant to the Contract:

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

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 05, 2020

FN 20 20-112

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

AIRPORT

RE: Re-appointment of Commissioner of Aviation

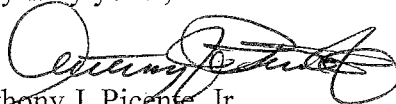
WAYS & MEANS

Honorable Members:

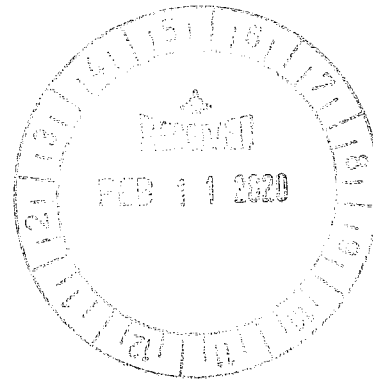
Pursuant to Article III, Section 302, and Article IX, Section 901, of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Michael C. Lawrence, Jr. as Commissioner of Aviation.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

cc: Michael C. Lawrence, Jr.





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 20 - 113

February 05, 2020

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

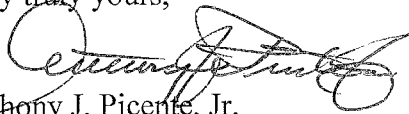
RE: Re-appointment of Director of Workforce Development

Honorable Members:

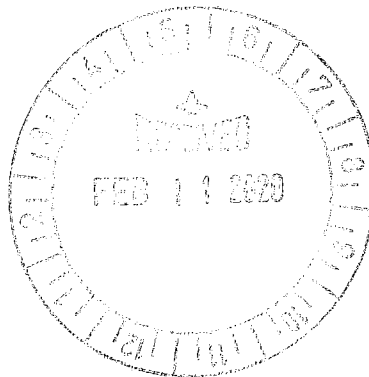
Pursuant to Article III, Section 311, of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of David Mathis as Director of Workforce Development

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

cc: David Mathis





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 05, 2020

EN 20 20-114

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

PHYLIS D. ELLIS

WAYS & MEANS


RE: Re-appointment of Public Health Director

Honorable Members:

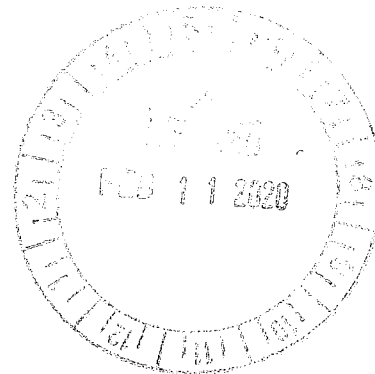
Pursuant to Article III, Section 302, and Article XI, Section 1101, of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Phyllis D. Ellis as Public Health Director.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

cc: Phyllis D. Ellis







ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 05, 2020

FN 20 20-115

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

GOVERNMENT OPERATIONS

RE: Re-appointment of Information Technology Director

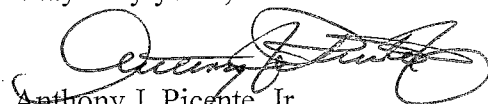
WAYS & MEANS

Honorable Members:

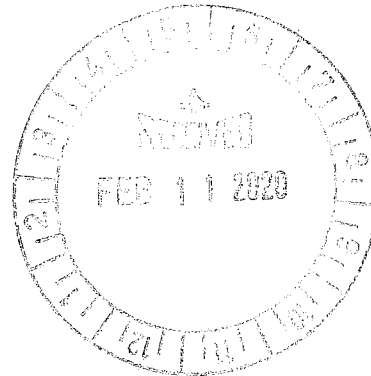
Pursuant to Article III, Section 311, and Article III, Section 307, of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of AnneMarie Ambrose as Information Technology Director.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

cc: AnneMarie Ambrose





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 20-116

February 05, 2020

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

GOVERNMENT OPERATIONS

WAYS & MEANS


RE: Re-appointment of Commissioner of Finance

Honorable Members:

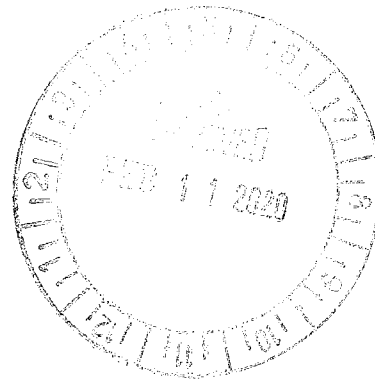
Pursuant to Article III, Section 302, and Article V, Section 501, of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Anthony R. Carvelli as Commissioner of Finance.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

cc: Anthony R. Carvelli





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 05, 2020

FN 20 20 117

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

GOVERNMENT OPERATIONS

RE: Re-appointment of County Attorney


WAYS & MEANS

Honorable Members:

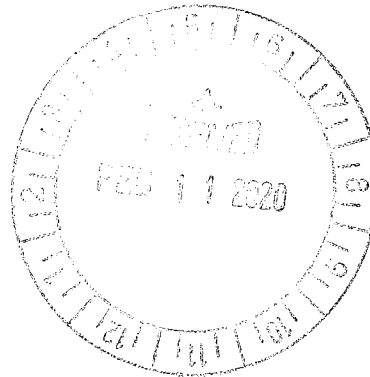
Pursuant to Article III, Section 302, and Article XV, Section 1501, of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Peter M. Rayhill, Esq. as County Attorney.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

cc: Peter M. Rayhill, Esq.





ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 20-118

February 05, 2020

GOVERNMENT OPERATIONS

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

WAYS & MEANS

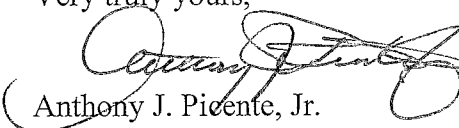
RE: Re-appointment of Budget Director

Honorable Members:

Pursuant to Article III, Section 311, and Article III, Section 305, of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Thomas B. Keeler as Budget Director.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

cc: Thomas B. Keeler



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 05, 2020

FN 20 20-119

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

**PUBLIC WORKS**

WAYS & MEANS

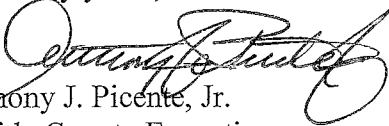
RE: Re-appointment of Commissioner of Water Quality  
and Water Pollution Control

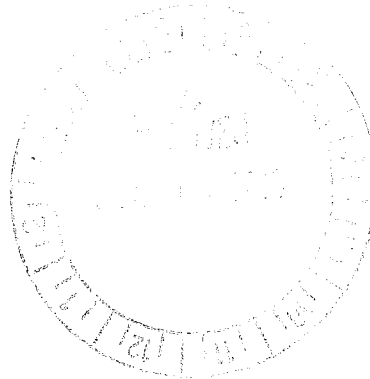
Honorable Members:

Pursuant to Article III, Section 302, and Article XXVII, Section 2701, of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Steven P. Devan as Commissioner of Water Quality and Water Pollution Control.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive



cc: Steven P. Devan