



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Philip M. Sacco  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION

March 9, 2016

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

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ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

February 25, 2016

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

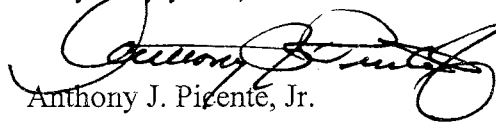
FN 20 16-119

Re: Legislative District 21 Vacancy

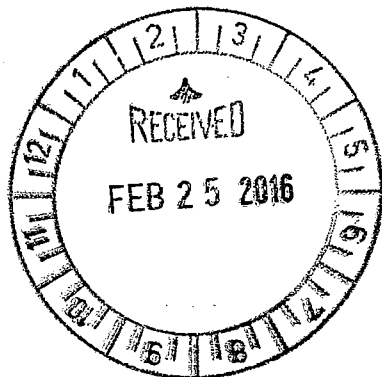
Dear Chairman Fiorini:

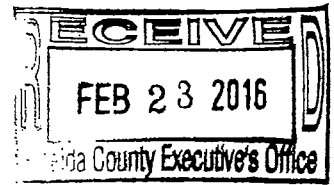
With regard to the vacancy in Legislative District 21, pursuant to Section 2206 of the Oneida County Charter, upon the recommendation of the Oneida County Democratic Committee (attached hereto), I submit to you Lori Washburn of 1217 City Street, Utica, New York, to fill the vacancy and, hereby, request that the Board confirm this appointment at the next meeting of the Oneida County Board of Legislators.

Very truly yours,



Anthony J. Picente, Jr.





February 23, 2016

Oneida County Executive Anthony Picente

Oneida County Office Building

800 Park Ave

Utica, NY 13501

Dear Mr. County Executive,

After much discussion, interviewing and deliberation, the Oneida County Democratic Committee recommends the appointment of Lori Washburn, 1217 City St, Utica, NY, to fill the vacant seat in the 21<sup>st</sup> Legislative District in the Oneida County Legislature.

On behalf of the Oneida County Democratic Committee, thank you for your time and attention on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Mitchell G. Ford". The signature is stylized with a large, sweeping initial "M" and "F".

Mitchell G. Ford

Oneida County Democratic Committee Chair

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

FN 20 10 - 27  
**READ & FILED**

**A MEMORIALIZING PETITION SUPPORTING NEW YORK STATE ASSEMBLY BILL NO. 9108/  
SENATE BILL NO. 6452-A, COMBINING THE FEDERAL NON-PRESIDENTIAL PRIMARY ELECTION  
WITH THE STATE AND LOCAL ELECTION**

**SPONSORS: Messrs. Fiorini, Joseph, Paparella, Porter, Welsh, Mandryck, Idzi, Flisnik, Koenig, Schiebel**

William Goodman ; Clancy, Michael ; Calandra, Barbara ; Davis, Chad

**WHEREAS**, in a presidential election year, New Yorkers head to the primary polls on three separate occasions: once in April for the presidential primary, again in June for the federal primaries and a third time in September for the state and local office under the current system; and

**WHEREAS**, establishing one primary date for non-presidential elections will prevent New Yorkers from going to the polls on three separate primaries; and

**WHEREAS**, merging the primary dates will ensure that military personnel and New Yorkers living abroad have an opportunity to vote; and

**WHEREAS**, enacting this legislation could save taxpayers \$25 million of which Oneida County alone could see \$100,000 in savings; and

**WHEREAS**, New Yorkers typically rank below average in voter turnout; in 2012, New York State ranked 44<sup>th</sup> among all states in voter turnout, only 53% of eligible New York voters cast a ballot. The national average that year was 58.2%. This dismal voter-turnout pattern has been the case in New York for the last several election cycles. Going as far back as the 1980 presidential election, New York's voter turnout seldom matched the national average; and

**WHEREAS**, holding one election for non-presidential primaries can improve voter turnout by decreasing the number of times a voter needs to go to the polls; and

**WHEREAS**, passage of this legislation will bring New York State in line with the Military Overseas Voter Empowerment (MOVE) Act which expanded the Uniformed and Overseas Citizens Absentee Voting Act requiring states to allow members of the US uniformed services and merchant marines, their family members and the US citizens residing outside the United States to register and vote absentee in elections for federal offices. Currently, New York State is out of compliance with a 45-day requirement codified in the MOVE Act; and

**WHEREAS**, passage of this legislation will prevent politicians from campaigning for two offices simultaneously as they will not be able to lose a national election and then gather signatures to keep their state or local seat in between the primary dates; and

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Oneida County Board of Legislators moves that saving taxpayers money and creating greater efficiencies in the election process is of upmost importance; and

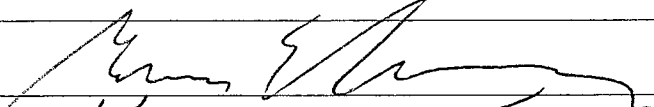


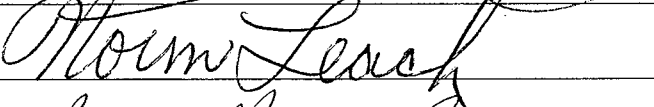

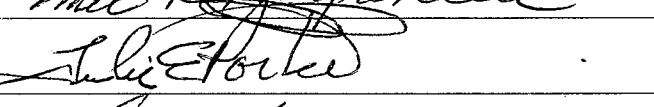

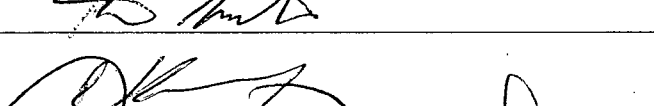

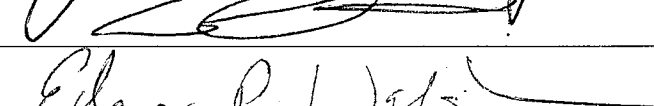
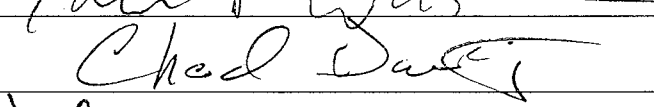
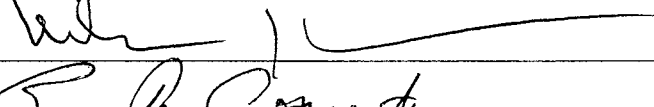
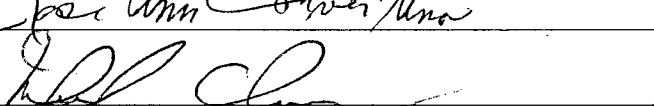
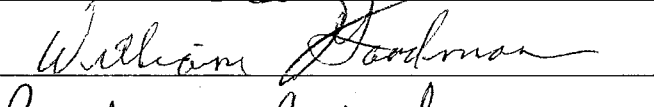
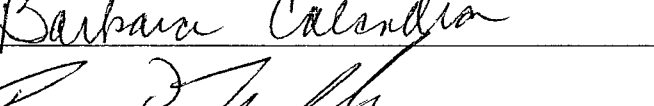
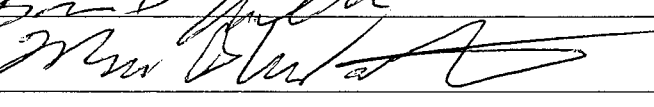
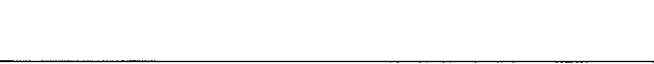
**BE IT FURTHER RESOLVED**, that the Oneida County Board of Legislators hereby offers their support for the passage of Assembly Bill No. 9108/ Senate Bill No. 6452-A; and

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

New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., Oneida County Board of Elections Commissioners Rose Grimaldi and Jordan Karp and all others deemed necessary and proper.

Legislators Supporting Petition

Legislators Opposing Petition

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

Date: February 10, 2016

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

**READ & FILED**

F.N.

**A MEMORIALIZING PETITION SUPPORTING NEW YORK STATE ASSEMBLY BILL NO. 6202-B/  
SENATE BILL NO. 6341, ESTABLISHING A SYSTEM OF 100% STATE FUNDING FOR INDIGENT  
DEFENSE SERVICES AS A MEANS OF MANDATE RELIEF**

**SPONSORS: Messrs. Mandryck, Flisnik, Fiorini, Welsh, Waterman, Koenig, Leach, Joseph, Hendricks,  
Convertino, Porter, Paparella**

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**WHEREAS**, the right to counsel for one charged with a crime is a fundamental right as upheld in the 1965 Supreme Court *Gideon v. Wainwright* decision; and

**WHEREAS**, States, under the 14<sup>th</sup> amendment, have a responsibility to supply lawyers for those unable to afford representation; and

**WHEREAS**, in 1965, to meet the constitutional mandates of *Gideon v. Wainwright*, Governor Nelson A. Rockefeller and the Legislature enacted Article 18-B of the New York County Law, requiring each of the state's 62 counties to establish its own plan for providing public defense services; and

**WHEREAS**, for half a century, counties have taken on the fiscal responsibilities of indigent defense services; and

**WHEREAS**, in 2006, the Kaye Commission on the Future of Indigent Defense released a report concluding, "the indigent defense system in New York State is both severely dysfunctional and structurally incapable of providing each poor defendant with effective legal representation that he or she is guaranteed by the Constitution of the United States and the Constitution and Laws of the State of New York; and

**WHEREAS**, in 2007, the New York Civil Liberties Union sued the State of New York in *Hurrell-Harring*, alleging that the State was "knowingly and systematically violating the fundamental rights of its poorest citizens to meaningful and effective legal representation in criminal cases" by depriving them of the right to counsel guaranteed by the New York and United States Constitutions; and

**WHEREAS**, based on the *Hurrell-Harring* settlement, which ruled in favor of the New York Civil Liberties Union, the State will adopt major reforms focusing on the five New York counties identified in the lawsuit – Ontario, Onondaga, Schuyler, Suffolk and Washington, ensuring that every poor criminal defendant will have a lawyer at the first court appearance; requires New York to hire sufficient lawyers, investigators and support staff to ensure that all poor criminal defendants have lawyers with the time and support necessary to vigorously represent the defendant; provides for the setting of caseload standards that will substantially limit the number of cases any lawyer can carry; requires New York to spend \$4 million over two years to increase attorney communications with poor criminal defendants, promote the use of investigators and experts, and improve the qualifications, training and supervision of lawyers representing indigent defendants; mandates the creation of eligibility standards for representation; strengthens the Office of Indigent Legal Services as a state-level oversight entity tasked with ensuring the constitutional provision of public defense services and commits New York to



provide the office with the resources it needs to develop plans and implement and monitor reforms mandated by the settlement; and provides that the plaintiffs will receive detailed reports allowing them to monitor compliance with the agreement and, if necessary, return to court to enforce it; and

**WHEREAS**, establishing a system of adequate funding, resources and standards to all counties will eliminate geographic disparities; and

**WHEREAS**, if passed and signed into law, this systemic change would directly lead to improvements for our indigent population and would provide meaningful fiscal mandate relief for counties and property taxpayers; and

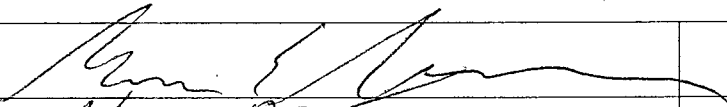
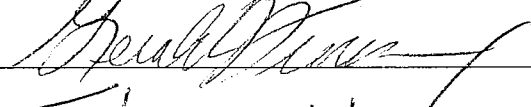
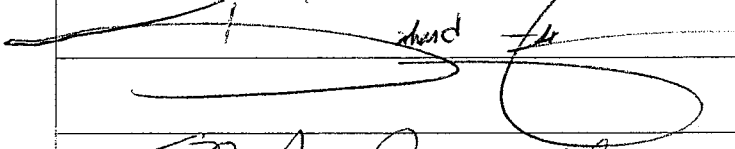
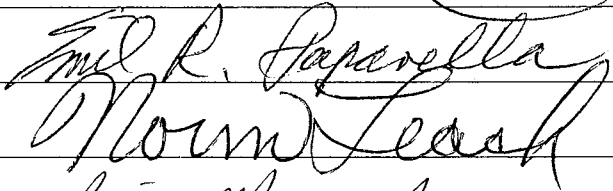
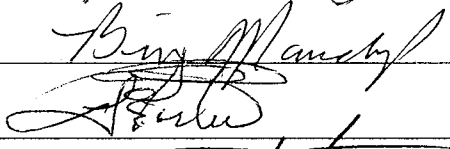
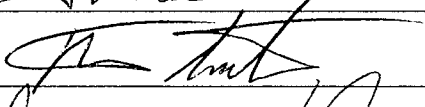
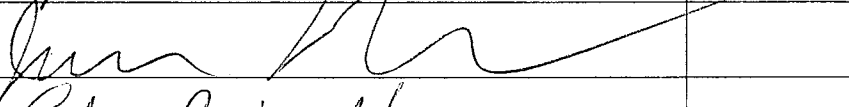
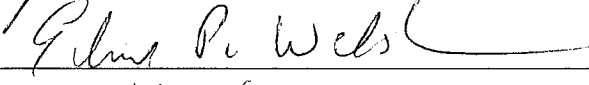

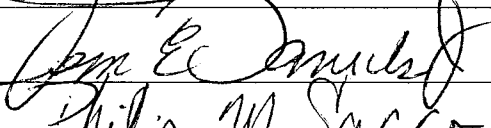
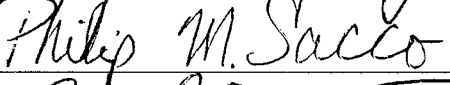

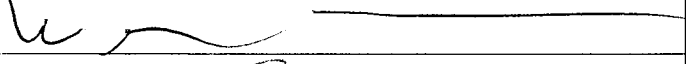
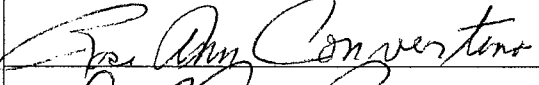
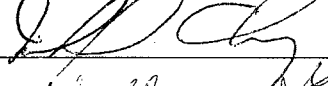
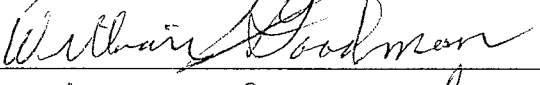


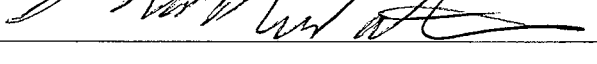
**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Oneida County Board of Legislators believes the right to counsel for one charged with a crime is a fundamental right; and

**BE IT FURTHER RESOLVED**, that the Oneida County Board of Legislators hereby offers their support for the passage of Assembly Bill No. 6202-B/ Senate Bill No. 6341, and encourages the members of the New York State Legislature to move this legislation ensuring all of its indigent citizens have a right to effective counsel; and

**BE IT FURTHER RESOLVED**, that a copy of this Petition shall be forwarded by mail or email to the following: New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., Oneida County District Attorney Scott McNamara, Oneida County Public Defender (Criminal Division) Frank J. Nebush, Jr., Oneida County Sherriff Robert M. Maciol and all others deemed necessary and proper.

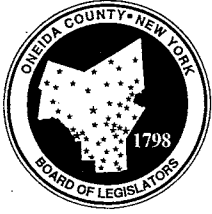
Legislators Supporting Petition

Legislators Opposing Petition

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Date: February 10, 2016



## ONEIDA COUNTY BOARD OF LEGISLATORS

Brian P. Mandryck ♦ 9245 Sly Hill Road ♦ Ava, New York 13303 ♦ (315) 336-0469

January 25, 2016

FN 20 16-124

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

**READ & FILED**

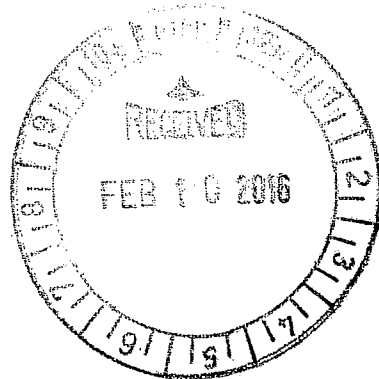
Dear Mr. Billard:

Please be advised that I am currently employed by Lochner Engineers, PC, 181 Genesee St, Utica as a Senior Associate and I serve as a Commissioner for the Town of Lee Fire District.

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

BRIAN P. MANDRYCK  
Oneida County Legislator  
17th District





# ONEIDA COUNTY BOARD OF LEGISLATORS

*James M. D'Onofrio ♦ PO Box 29 ♦ Utica, NY 13503*

January 22, 2016

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

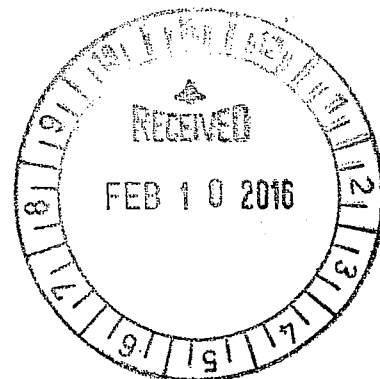
Dear Mr. Billard:

Please be advised that I am President and majority stockholder of Arlott's Office Products, Inc., 820 Charlotte St, Utica, NY; I am a member of the Board of Directors for Insight House, a member of the Board of the Oneida-Herkimer Solid Waste Authority and a member of the ARC Board of Oneida-Lewis Counties.

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

James M. D'Onofrio  
Oneida County Legislator  
15<sup>th</sup> District





# ONEIDA COUNTY BOARD OF LEGISLATORS

*Les Porter ♦ 9692 Main St., PO Box 236 ♦ Remsen, NY 13438 ♦ 831-2191*

January 21, 2016

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

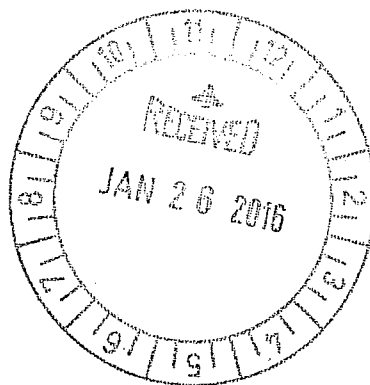
Dear Mr. Billard:

Please be advised that I am a self-employed auctioneer with Auctions by Les Porter, Main Street, Remsen, NY. In addition, I volunteer my services as an auctioneer at Oneida County land auctions.

I am making this disclosure of interest of the aforementioned in compliance with Section 803 of the Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

Les Porter  
Oneida County Legislator  
6<sup>th</sup> District





# ONEIDA COUNTY BOARD OF LEGISLATORS

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

January 22, 2016

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

Dear Mr. Billard:

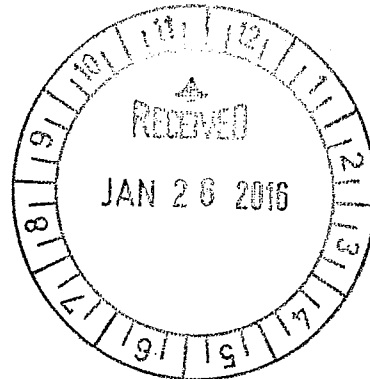
Please be advised that I am currently a member of the Board of Directors for the Rome Baseball Association and my wife, Frances Fiorini works part-time as an usher at the Turning Stone Casino.

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gerald J. Fiorini".

Gerald J. Fiorini  
Oneida County Legislator  
7th District





## ONEIDA COUNTY BOARD OF LEGISLATORS

*Emil R. Paparella*

*613 Locust Dr.*

*Utica, New York 13502*

January 22, 2016

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

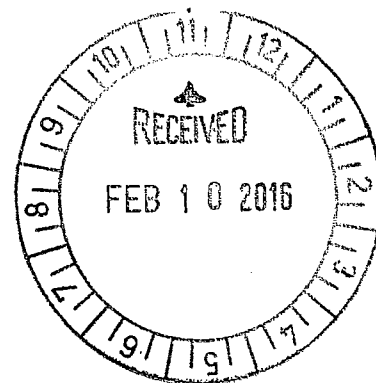
Dear Mr. Billard:

Please be advised that I am associated with the North Utica Senior Citizens Recreation Center, Inc. located at 121 Herkimer Road, Utica, NY 13502.

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

Emil R. R. Paparella  
Oneida County Legislator  
23rd District







# ONEIDA COUNTY BOARD OF LEGISLATORS

*Michael B. Waterman ♦ 2384 Brewster Rd. ♦ Camden, NY 13316*  
*Cell Phone: (315) 225-7958*

January 25, 2016

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

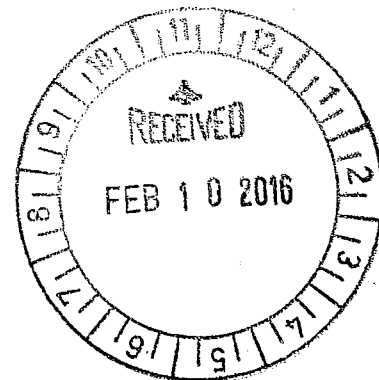
Dear Mr. Billard:

Please be advised that I am employed at RTD Manufacturing Company in Rome, NY and my wife Debra is employed by MVCC.

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

MICHAEL B. WATERMAN  
Oneida County Legislator  
5<sup>th</sup> District





## ONEIDA COUNTY BOARD OF LEGISLATORS

---

*Chad Davis ♦ 3438 Martin Road ♦ Clinton, New York 13323*  
*Home Phone: (315) 853-4037 ♦ Business Phone: (315) 732-0324*

January 25, 2016

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

Dear Mr. Billard:

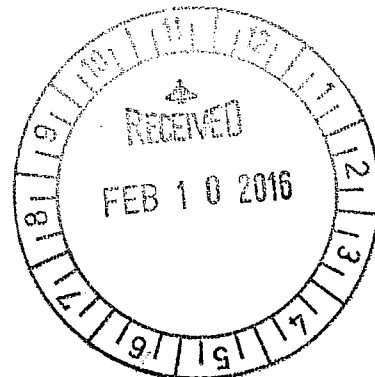
Please be advised that I am an owner/managing partner with Advantage Abstract Company Inc. with an office at 258 Genesee Street in Utica, NY.

I am making this disclosure of interest of the aforementioned in compliance with Section 803 of the Municipal Law. It is my understanding that this letter of disclosure will become a part of the official record of this Board.

Respectfully submitted,

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

D. CHAD DAVIS  
Oneida County Legislator  
14th District





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

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

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

**MEMORANDUM**

FN 20 16-125

**TO:** Mike *Billard*  
Clerk of the Oneida County Board of Legislators

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

**READ & FILED**

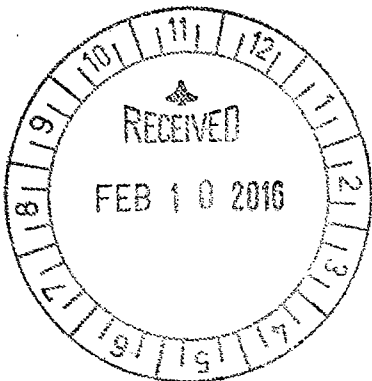
**SUBJECT:** Filing of Engineering Amended Report  
Phase 5B – SCPS Upgrades and New Forcemain Upgrades  
Phase 6A – Water Pollution Control Plant Physical Condition and Process Upgrades  
Phase 6C – WPCP Solids Handling Upgrades (Digesters) Construction  
CWSRF No. C6-6070-08-04

**DATE:** February 9, 2016

---

Attached is the engineering report for Phase 5B, SCPS Upgrades and New Forcemain Upgrades, Phase 6A, Water Pollution Control Plant Physical Condition and Process Upgrades and Phase 6C, WPCP Solids Handling Upgrades (Digesters) Construction. This report was amended on February 4, 2016. I am required to file this report with you pursuant to Section 268 of the County Law.

Thank you for your cooperation in this matter. Please feel free to contact me if you have any questions.



# ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

DENNIS S. DAVIS  
COMMISSIONER



DIVISIONS:  
BUILDINGS & GROUNDS  
ENGINEERING  
HIGHWAYS, BRIDGES & STRUCTURES  
REFORESTATION

6000 Airport Road, Oriskany, New York 13424  
Phone: (315) 793-6213 Fax: (315) 768-6299

February 23, 2016

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

FN 20 16-126

Dear County Executive Picente,

**PUBLIC WORKS  
WAYS & MEANS**

The Oneida County Board of Legislators approved a \$2,000,000.00 budget increase in Capital Project H-505 for the purpose of continuing restoration and renovation of the Railway Express Agency Building (REA) at Union Station.

Proposals were received from qualified consultants to provide professional consulting services required for preparation of plans and specifications. On November 25, 2015 the Oneida County Board of Acquisition and Contract accepted a proposal from Alesia & Crewell Architects, P.C. with a fee of \$66,125.00 plus asbestos abatement project monitoring expenses.

Please consider the enclosed contract for the above mentioned services.

Thank you for your support.

Sincerely,

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 3/2/16

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Alesia & Crewell Architects  
Four Oxford Crossing  
Tibbitts Rd – Suite 104  
New Hartford, NY 13413

**Title of Activity or Service:** Railway Express Agency Building  
Contract for Professional Consulting Services

**Proposed Dates of Operation:** Start on Execution – 31Dec2016

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

**Summary Statements**

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

The Oneida County Board of Legislators approved a \$2,000,000.00 budget increase in Capital Project H-505 for the purpose of continuing restoration and renovation of the Railway Express Agency Building (REA) at Union Station.

Proposals were received from qualified consultants to provide professional consulting services required for preparation of plans and specifications. On November 25, 2015 the Oneida County Board of Acquisition and Contract accepted a proposal from Alesia & Crewell Architects, P.C. with a fee of \$66,125.00 plus asbestos abatement project monitoring expenses.

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

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

**Total Funding Requested:** \$66,125.00      **Account #:** H505

**Oneida County Dept. Funding Recommendation:** \$66,125.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$66,125.00 County

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None



**AIA**<sup>®</sup>

# Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Ninth day of March in the year Two Thousand Sixteen  
(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 Ave.  
Utica, NY 13501  
Telephone Number: (315) 793-6236  
Fax Number: (315) 768-6299

and the Architect:  
(Name, legal status, address and other information)

Alesia & Crewell Architects, P.C.  
Four Oxford Crossing  
Tibbitts Road - Suite 104  
New Hartford, New York 13413  
Telephone Number: 315.735.5163

for the following Project:  
(Name, location and detailed description)

Railway Express Agency Building Renovation  
321 Main Street  
Utica, NY 13501

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

init.

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User Notes:

(1412378729)

TABLE OF ARTICLES

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- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

April 04, 2016

- .2 Substantial Completion date:

November 25, 2016

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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 the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

General Liability insurance shall be provided in accordance with Exhibit B. Architect shall provide certificate of insurance with Oneida County added as additional insured on a primary, non-contributory basis with waiver of subrogation.

.2 Automobile Liability

Automotive Liability insurance shall be provided in accordance with Exhibit B. Architect shall provide certificate of insurance with Oneida County added as additional insured on a primary, non-contributory basis with waiver of subrogation.

.3 Workers' Compensation

Workers Compensation insurance shall be provided in accordance with Exhibit B and/or as required by New York State Law. In the case of a discrepancy or conflict, the more restrictive requirement shall govern. Architect shall provide proof of Workers Compensation insurance.

.4 Professional Liability

Architect shall provide Professional Liability Insurance and Errors and Omissions insurance coverage of at least \$1,000,000.00. Architect shall provide proof of insurance.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, 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 the accuracy and completeness 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.

Init.



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 made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 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, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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.

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### § 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 such other elements as may be appropriate. 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.

§ 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and 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.

§ 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 BIDDING OR NEGOTIATION 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 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;

Init.

- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 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 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall 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 procuring the reproduction 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; and
- .3 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 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall 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™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 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 4.3, 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 4.3.3, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 such 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, material and equipment 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 A201-2007, 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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to 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 material 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. 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 In accordance with the Architect-approved submittal schedule, 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, unless otherwise specifically stated by the Architect, of any 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 Shop

Init.

Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 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 authorize 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 the provisions of Section 4.3, 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 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating 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 the Work is found to be substantially complete, 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 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Init.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (B202™-2008) information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	Exhibit A
§ 4.1.12 On-site project representation	Architect	Exhibit A
<del>§ 4.1.12 On-site Project Representation (B207™-2008)</del>		
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Architect	Exhibit A
§ 4.1.15 As-Constructed Record drawings	Architect	Exhibit A
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012) (B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	
4.1.28 Asbestos Containing Material Sampling, Analysis, and Abatement Design	Architect	Exhibit A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

#### Exhibit A – Initial Information

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 data 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 bidders or persons providing proposals;
- .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.

§ 4.3.2 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 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 submittal of the Contractor
- .2 Twelve ( 12 ) visits to the site by the Architect over the duration of the Project 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

§ 4.3.4 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. 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.

§ 5.2 The Owner shall establish and periodically update 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. 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 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 but are not limited to 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 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 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 maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 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.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 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.

§ 5.12 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.



## 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 and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may 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, 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. 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 requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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, without additional compensation, 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. 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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

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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 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive 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, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author 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.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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 A201-2007, 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.

§ 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.

### § 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 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and

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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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

### § 8.3 ARBITRATION

§ 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

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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.

#### 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 Architect shall be paid 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.

~~§ 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect compensated.~~

§ 9.8 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 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that 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 A201-2007, 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.

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§ 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.

§ 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall comply with the provisions of New York State Public Officers Law with regard to the designation of information as "confidential" or "business proprietary".

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Basic Services: Lump Sum Fee of \$61,125.00

Reimbursable Expenses: Not-To-Exceed Fee of \$500.00

Design Allowance: \$4,500.00

Asbestos Abatement Project Monitoring: Payment for Asbestos Abatement Project Monitoring and Air Sampling shall be made on a time and materials basis with the following billable rates.

Sr. Project Monitor/Air Sampling Technician \$55.50/hr.\*

Sr. Project Monitor/Air Sampling Technician – OT \$74.25/hr.\*

Air Sampling: PCM \$12.00/each (12 hr. T.A.T)\*\*

TEM \$75.00/each (24 hr. T.A.T)\*\*

\*Overtime shall be imposed for any work beyond 40 hrs./week. Rates for project monitor/air sampling technician include mileage, meals, and other typical expenses.

\*\* Includes cassette, pump rental, and daily faxing to Oneida County

§ 11.2 For Additional Services designated in Section 4.1, 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.)*

Payment for additional services identified in Section 4.1 shall be included in Lump Sum Fee for Basic Services.

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Exhibit C shall be used to calculate compensation for services performed, compensation for out-of-scope services, and credits to Oneida County for services not performed that are included in the original scope of work. No out-of-scope services shall be performed without written authorization from Oneida County. Design allowance identified in Paragraph 11.1 shall be used to pay for out-of-scope services. Unused design allowance shall be credited to Oneida County.

§ 11.4 Compensation for 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 ( 5.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
<u>As-Constructed Record Drawings</u>	<u>Five</u>	percent (	<u>5</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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, if any, 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
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic 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 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 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 Zero percent ( 0.00 %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero (\$0.00)

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) 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.

§ 11.10.2 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 Forty-five ( 45 ) 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.)*

0 % per annum

§ 11.10.3 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

Exhibit A

**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 Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- 3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*


Exhibit A - Initial Information  
Exhibit B - Insurance Requirements  
Exhibit C - Hourly Rate Schedule  
Exhibit D -- Standard Contract Clauses

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)*  
Andrew N. Alesia  
President  
*(Printed name and title)*

Init.

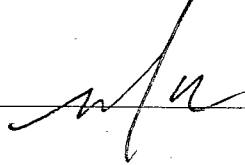


## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:23:57 on 02/11/2016 under Order No. 7876287603\_1 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™ – 2007, 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)



(Title)

Mark E. Laramie, P. E.  
Deputy Commissioner  
Division of Engineering  
Oneida County D. P. W.

(Dated)

02/11/2016

Exhibit A  
Initial Information  
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12.1. The provisions of this article take precedence over any conflicting provision of this agreement and shall survive termination of the agreement for any cause.

12.2. The following paragraphs from Article 4, Additional Services, shall be included as part of the Architects basic services.

12.2.1. 4.1.11, 4.1.12, 4.1.14, 4.1.15, 4.1.28

12.3. Delete Section 7 in its entirety.

12.3.1. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adaptation by Consultant shall be at the County's sole risk.

12.4. The services to be provided by this Consultant shall comply with the accepted practice of the appropriate profession. The execution of this project shall be progressed in accordance with applicable Oneida County policies and design criteria.

12.5. Consultant shall have on staff, or as a sub-consultant, a Professional Engineer or Registered Architect recognized by the New York State Education Department.

12.6. PROJECT DESCRIPTION

12.6.1. The intent of this project is to renovate specific areas of the Railway Express Agency (REA) Building located at Union Station in Utica, NY. Work items include the following.

12.6.2. Demolish approximately 36 linear feet of the easterly single story extension beginning at the east end and ending at the point where the parapet wall changes elevation.

12.6.2.1. Sufficient materials shall be salvaged to reconstruct the "new" easterly end to match existing architectural features.

12.6.2.2. Construct exterior public market area within footprint of demolished building. Improvements shall include concrete pavement, a canopy, water, electric, and storm water drainage.

12.6.3. Restore approximately 100 linear feet of the northerly exterior steel canopy

12.6.3.1. Paint existing steel as required.

12.6.3.2. Provide and install new wood decking with roofing system to match existing restored canopy.

12.6.3.3. Replace stormwater drainage system.

12.6.4. Remove and replace approximately 5,000 square feet of roofing system.

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Initial Information  
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- 12.6.4.1. Inspect and repair existing parapet walls, cap stones, flashing, and wooden decking.
- 12.6.4.2. Existing roofing is a built-up system. Installation date is unknown.
- 12.6.4.3. Replacement roofing system shall be a single ply EPDM membrane.
- 12.6.4.4. Replace stormwater drainage system.
  
- 12.6.5. Repair and restore all exterior and interior masonry surfaces not previously restored.
  - 12.6.5.1. Interior masonry surfaces shall be sand blasted.
  - 12.6.5.2. Exterior masonry surfaces shall be sealed as required.
  
- 12.6.6. Repair and restore exterior loading docks on south elevation. Loading docks will not be functional therefore alternative construction details and finishes would be acceptable.
  
- 12.6.7. Clean and paint all interior surfaces, excluding masonry.
  - 12.6.7.1. Steel members shall be scraped, scaled, or sand blasted as required.
  - 12.6.7.2. Colors and finishes shall match existing restored areas.
  
- 12.6.8. Structurally repair all overhead door, man door, and window openings.
  - 12.6.8.1. Overhead door openings on south elevation shall be infilled with faux overhead doors that mimic original construction details.
  - 12.6.8.2. All other overhead doors, man doors, and windows shall be replaced to match existing restored openings.
  
- 12.6.9. Patch and repair all interior concrete surfaces.
  
- 12.6.10. Repair and restore interior elevated platform. Install hand-rail and stairs on elevated platform to match existing restored platform. Provide ADA compliant ramps.
  
- 12.6.11. Provide water and electric to match existing restored areas.
  
- 12.6.12. Construct seasonal public bathrooms.
  
- 12.6.13. Provide heating on 1st floor for temporary seasonal occupancy.
  
- 12.6.14. Provide interior and exterior lighting to match existing restored areas.
  
- 12.6.15. Construct heated storage area for building maintenance tools, equipment, and supplies.
  
- 12.6.16. Construct storage area for public market equipment and supplies.
  
- 12.6.17. 1st floor of 2 story segment shall be converted into public market space. Demolish all partitions, rooms, bathrooms, and appurtenances required to create an open floor plan. Repair or restore all surfaces.

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12.6.18. Interior of 2nd floor of 2 story segment shall be restored to match existing restored areas.

12.6.18.1. New floor and stairwell will be installed under separate contract.

12.6.18.2. Investigate installing an elevator to serve the baggage tunnel, 1st floor and 2nd floor. Elevator shall be installed if economically feasible.

12.6.19. Modifications or improvements impacting the exterior appearance of the REA Building will require review and approval from the New York State Historic Preservation Office. Consultant shall be responsible for securing said approvals.

12.6.20. The total budget for this project, including design and construction administration fees, is approximately \$2,000,000.00.

## 12.7. SCOPE OF WORK

12.7.1. The Consulting firm selected for this project shall be required to provide services necessary for the performance and completion of work noted in Section 12.6 and Section 12.7. Services shall be provided in accordance with AIA Document B101-2007, as modified by Oneida County. Services shall include, but not be limited to, the following.

12.7.2. Basic Services shall include, but not be limited to, the following.

12.7.2.1. Prepare plans and specifications for all work identified in Section 12.6 and Section 12.7, in accordance with all applicable building codes, laws, and regulation.

12.7.2.2. Perform detailed investigation of all areas to be renovated.

12.7.2.3. Identify and quantify asbestos containing materials impacted by this project. Regardless of original construction date, all roofing systems shall be surveyed for asbestos containing materials. Provide asbestos containing material sampling, analysis, and report as part of the Basic Services.

12.7.2.4. Potential cost impacts caused by asbestos containing materials shall be included in all estimates.

12.7.2.5. If necessary, prepare comprehensive plans and specifications for abatement of asbestos containing materials impacted by this project. Abatement design shall be done under the direct supervision of a NYSDOL certified project designer.

12.7.2.6. Abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or Architect

12.7.2.6.1. Provide project monitoring and air sampling/analysis associated with abatement of asbestos containing materials. All work shall be performed by a NYSDOT certified project monitor. Payment for project monitoring and air

Exhibit A  
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sampling/analysis shall be made on a time and materials basis and is not part of the Lump Sum Fee for Basic Services.

12.7.2.7. Prepare all permit applications and secure all permits.

12.7.2.7.1. Oneida County shall pay all permit fees.

12.7.2.8. Coordinate activities with and secure approvals from interested local and state agencies.

12.7.2.8.1. Interested state agencies include, but are not limited to, the NYS Department of State and NYS Historic Preservation Office.

12.7.2.9. Secure current New York State prevailing wage rates and distribute subsequent revisions to interested contractors and Oneida County.

12.7.2.10. Prepare all documents ready for public bid in accordance with New York State General Municipal Law.

12.7.2.11. Provide detailed cost estimate prior to finalization of bid documents.

12.7.2.12. Attend project meetings weekly throughout project startup and then biweekly or as requested by Oneida County.

12.7.2.13. Prepare As-Built record drawings. Submit one digital copy of all drawings on CD-ROM in AutoCAD 2002 format (scanned/raster images will not be accepted).

12.7.2.14. Create a complete project file (including submittals and general correspondence) to be provided to the County upon completion of all work.

12.7.2.15. Provide all services to prepare complete and accurate plans and specifications.

12.7.3. Consultant shall supply additional services as requested by the County and agreed to by Consultant. Where Consultant provides additional services authorized by the County's designated representative, those services shall be reimbursed according to the Hourly Rate Schedule attached hereto. An alternate method of compensation may be established by prior written agreement of both parties.

12.7.4. Additional services shall not be performed unless requested and approved in writing by the County. Approval shall be in the form of a contract amendment.

12.7.5. Consultant shall notify County immediately of potential fee increases. Payment shall not be made for additional services performed without prior authorization.

Exhibit A  
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Page 5 of 6

12.8. Progress payments for additional services performed shall be based on the percentage of work completed and/or on completion of major tasks.

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

12.10. General Liability Insurance. The Consultant agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The Consultant agrees to have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the County as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.

12.11. Professional Liability Insurance. The Consultant shall 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 incident and One Million Dollars (\$1,000,000.00) aggregate. Consultant shall provide the County with certificates from said insurance company or companies, showing coverage as herein before required, such certificate to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.

12.12. Consultant shall maintain Auto Liability insurance in an amount greater than or equal to \$1,000,000.00 for the duration of this contract. The Consultant agrees to have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the County as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.

12.13. Workman's Compensation insurance shall be provided in accordance with State Law.

12.14. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.

12.15. Consultant shall not discriminate against any individual in accordance with Local, State and Federal laws.

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12.16. The principal place of business for determining applicable laws is Oneida County, New York. Disputes shall be litigated in New York State Supreme Court, Oneida County.

12.17. If the County becomes party to any litigation resulting from this project that is not the fault of the Consultant and that requires the Consultant's services, the additional fee to be paid shall be one that is mutually agreed upon between the County and the Consultant.

12.18. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.

12.19. Should the removal and/or containment of hazardous substances be or become an element in this project, it is recognized by all parties that the Consultant has had no role nor has it shared in any profits from the generating, treating, storing, or disposing of hazardous waste or materials.

12.20. The Consultant agrees to immediately report any concerns or questions regarding hazardous substances and/or suspected handling or disturbance of hazardous substances to the Oneida County Commissioner of Public Works.

Exhibit B

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)
PRODUCER Insurance Agent; Name and Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Contractor; Name and Address	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				Provide Limits As Required by New York State Law
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oneida County added as additional insured on a primary, non-contributory, basis to General, Auto, and Excess Liability policies.

**CERTIFICATE HOLDER**

County of Oneida & Department of Public Works  
 c/o Commissioner of Finance  
 800 Park Ave., Utica, NY 13501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## Exhibit C

## Alesia &amp; Crewell Architects, P.C.

## Billing Rates

Principal .....	\$125.00 / Hr
Project Architect Level I .....	\$90.00 / Hr
Project Architect Level II .....	\$67.50 / Hr
Project Architect Level III .....	\$57.50 / Hr

## Eisenbach and Ruhnke Engineering, P.C.

Principal .....	\$125.00 / Hr
Senior Engineer .....	\$105.00 / Hr
Senior Project Manager/Engineer .....	\$85.00 / Hr
Project Manager .....	\$70.00 / Hr
Inspector (Lead and Asbestos) .....	\$65.00 / Hr
CADD Operator .....	\$45.00 / Hr
Administration .....	\$35.00 / Hr
Senior Project Air Monitor .....	\$55.50 / Hr
Senior Project Air Monitor (overtime) .....	\$74.25 / Hr

## Unit Prices per sample analysis/Air Monitoring Samples

a.	PLM (NOB)	\$40	
b.	TEM (NOB)	\$38	
c.	PLM	\$18	
Air Sampling Rates			
d.	PCM	\$12	(12 hour T.A.T.)
	TEM	\$75	(24 hour T.A.T.)

## Stroud, Pence &amp; Associates, LTD

Senior Principal .....	\$205.00 / Hr
Principal/Branch Manager .....	\$150.00 / Hr
Associate/Senior Project Engineer .....	\$120.00 / Hr
Project Engineer .....	\$100.00 / Hr
Structural Engineer .....	\$90.00 / Hr
Senior Designer .....	\$80.00 / Hr
Designer .....	\$70.00 / Hr
CAD Technician .....	\$55.00 / Hr
Clerical .....	\$45.00 / Hr

Exhibit D

STANDARD ADDENDUM

THIS ADDENDUM, entered into on this 9<sup>th</sup> day of March, 2016, between the County of Oneida, hereinafter known as COUNTY, and Alesia & Crewell Architects P.C., Inc. hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.
  - a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.
2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.
  - a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.
  - a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
    1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
    2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
  1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. Health Insurance Portability and Accountability Act (HIPAA). When applicable to the services provided pursuant to the Contract:
- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
    1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
    2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
    3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
  - b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
    1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
    2. The Contractor may provide data aggregation services relating to the health care operations of the County.
  - c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

- a. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and 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.

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

7. Non-Discrimination Requirements.

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

#### 8. Wage and Hours Provisions.

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

#### 9. Non-Collusive Bidding Certification.

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

#### 10. Records.

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

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

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

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

#### 12. Conflicting Terms.

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

#### 13. Governing Law.

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

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

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

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

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

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

16. Gratuities and Kickbacks.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.
- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

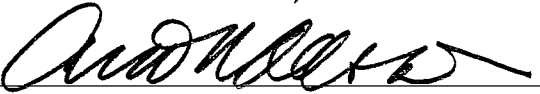


- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

**COUNTY OF ONEIDA**

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

Alesia & Crewell Architects, P.C.  
 By:  Date: 2-12-16

Name: Andrew Alesia, AIA

Title: President

**Approved As To Form**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Oneida County Attorney

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



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

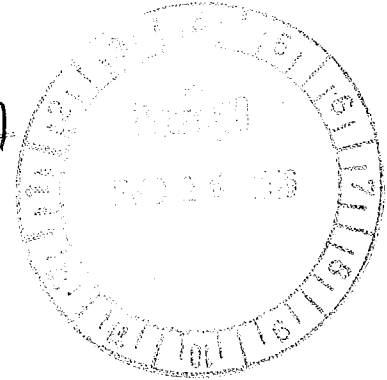
## Oneida County Department of Public Works

6000 Airport Road w Oriskany, New York 13424  
Phone: (315) 793-6213 w Fax: (315) 768-6299

February 12, 2016

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

Feb 20 16 127  
PUBLIC WORKS  
WAYS & MEANS



Dear County Executive Picente,

Reconstruction and expansion of the MVCC Plumley Building in Rome is progressing on schedule. Foundation work and steel erection has been completed. The south addition is substantially enclosed and enclosure of the north addition has started. At this time the possibility of significant unforeseen expenses has been minimized.

A favorable bidding environment allowed the project to come in under budget. During design development there were a number of work items eliminated to make sure total expenses were within the available budget. Based on meetings with the college and county, a list of project enhancements based on eliminated work was created. Project enhancement would fulfill critical building and program requirements.

Project enhancements have been separated into Phase 1 and Phase 2 work items. Please reference the enclosed amendment for a description of Phase 1 work items. Plans and specifications must be prepared for all work items. Required professional consulting services are outside the existing agreement with JMZ Architects. The total proposed fee for professional services associated with Phase 1 work items is \$30,869.00. A request for Phase 2 work items will be forwarded at a later date.

On January 27, 2016 the Oneida County Board of Acquisition and Contracted approved Amendment No. 3 to the contract with JMZ Architects in the amount of \$30,869.00 to provide professional consulting services associated with Phase 1 project enhancements. If acceptable, please forward Amendment No. 3 to the Oneida County Board of Legislators for consideration.

### Fee Summary

Original Contract Fee:	\$1,228,689.00	Schematic design, design development, & construction documents for building addition(s).
Amendment 001:	\$0.00	Fee reallocation: schematic design & design development for Plumley Bldg. renovations
Amendment 002:	\$1,314,325.00	Construction documents, bidding phase, and contract administration services.
Proposed Amendment 003:	\$30,869.00	Project enhancements - Phase 1
Proposed Contract Fee:	\$2,573,883.00	

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

cc: Thomas Squires, MVCC Vice President of Admin. Svcs.  
Mark E. Laramie, PE, Deputy Commissioner

Date 2/26/16

Oneida Co. Department: Public Works

Competing Proposal   X    
Only Respondent             
Sole Source RFP           

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** JMZ Architects and Planners, P.C.  
190 Glen Street - P.O. Box 725  
Glens Falls, New York 12801

**Title of Activity or Service:** Professional Consulting Services

**Proposed Dates of Operation:** 3/1/2014 – 12/31/2016

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

**Summary Statements**

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

Amendment No. 3 to contract with JMZ Architects in the amount of \$30,869.00 to prepare plans and specifications for project enhancements – Phase 1. Total contract fee will be increased to \$2,573,883.00.

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

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

**Total Funding Requested:** \$2,573,883.00      **Account #:** H-497

**Oneida County Dept. Funding Recommendation:** \$2,573,883.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$1,286,941.50 County  
\$1,286,941.50 State

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

**Amendment 3 to AIA Document B132 – 2009,  
Standard Form of Agreement Between Owner and Architect,  
Construction Manager as Adviser Edition**

Oneida County Contract H1442799

This Amendment dated 26 January 2016 is made to the Agreement dated 12 February 2014

Between the Architect's client identified as the Owner:

Oneida County  
800 Park Avenue  
Utica, New York 13501

and the Architect:

JMZ Architects and Planners, P.C.  
190 Glen Street – P.O. Box 725  
Glens Falls, New York 12801

for the following Project:

Rome Campus Improvements: Plumley Building Addition(s) and Renovation, Support Building and Related Sitework

The Owner and the Architect agree that the terms and conditions governing the Architect's services and responsibilities under the Agreement referred to above shall be amended as follows:

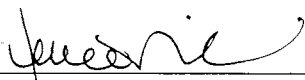
In accordance with provisions of Section 12.7 of Exhibit A, amend Section 11.1 as follows:  
As shown in Amended Exhibit C: A total of Two Million Five Hundred Seventy-Three Thousand Eight Hundred Eighty-Three Dollars (\$2,573,883.00), which includes basic compensation of Two Million One Hundred Seventy-Seven Thousand Six Hundred Eighty-Four Dollars (\$2,177,684.00) and a not-to-exceed amount of Three Hundred Twenty-Nine Thousand Nine Hundred Seventy Dollars (\$329,970.00) for Additional Services as shown in Amended Exhibit D and a not-to-exceed amount of Sixty-Six Thousand Two Hundred Twenty-Nine Dollars (\$66,229.00) for normal reimbursable expenses.

This Amendment entered into as of the day and year first written above.

Owner

Architect

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

  
\_\_\_\_\_  
~~Robert J. Joy, AIA, Senior Vice President~~  
Tance R. Caraccio, AIA, President



**MVCC - Rome Campus Improvements**  
**Exhibit D: Additional Services**

The following estimate is for additional services that will be conducted at the Architect's hourly rates as shown in Exhibit E and/or in accordance with the subconsultants' proposals.

<b>Service</b>	<b>Fee Budget</b>
<b>Space Programming</b> Includes review of existing documentation, College's enrollment projections and instructional space utilization data; campus programming interviews; development of space program and review with College; report with narrative summarizing interviews, space program, adjacency issues, etc.	\$25,000
<b>Food Service Consulting</b> Includes campus interviews; assessment of existing equipment; recommendations for new equipment and specifications; construction documents for Culinary Arts labs, support space, and potentially a Café; submittal review; site visit to verify equipment installation.	\$75,000
<b>NYSERDA Application and Coordination</b> Pre-qualified incentives only.	No Charge
<b>Storm Water Pollution Prevention Plan</b> Design only. Includes storm water management system design compatible with proposed site plan, preparation of Storm Water Pollution Prevention Plan (SWPPP) in accordance with NYSDEC guidelines and submittal of Notice of Intent.	\$20,000
<b>Site Survey</b> Includes boundary and topographic survey of 22 acres (project area). Also, includes on-site and surrounding utility identification and locating.	\$22,000
<b>Soil Borings and Geotechnical Engineering</b> Includes coordination of investigation, soil boring stake-out, completion of soil borings within the proposed building area and test pit investigation of associated site areas (limited to disturbed area) for possible old foundations; analytical testing on soil samples; and preparation of report with recommendations for foundations.	\$28,000
<b>Hazardous Materials Sampling, Testing, and Abatement Design</b> Plumley and existing support buildings.	\$15,000
<b>SEQRA Services including SHPO Coordination</b> Includes a Phase 1 Environmental Site Assessment (ESA) in accordance with ASTM Standards. Assessment is a non-invasive site inspection and review of historical records. Assumes long form and uncontested action.	\$30,000
<b>Archaeological Study</b> Includes completion of Phase 1A and 1B Archaeological Study per SHPO Standards for entire parcel. Also, includes test pits with a back-hoe in selected areas.	\$15,000
<b>As-Built Drawings</b> Based on information provided by the CM and contractors.	\$30,000
<b>Coordination of Furnishings Selections with County Vendor(s)</b>	No Charge
	Subtotal
	\$260,000
	Contingency for Other Services that may be Necessary (15%)
	\$40,000
	Not-to-Exceed Subtotal
	\$300,000
<b>Project Enhancements</b> Includes design and construction administration services for full existing bathroom renovations, full replacement of ceilings and lighting in existing classrooms, new interdisciplinary lab main stations, increased masonry cleaning - interior and exterior, increased electronic hardware, Bookstore/Café redesign.	\$29,970
	<b>Not-to-Exceed Total</b>
	<b>\$329,970</b>



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

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

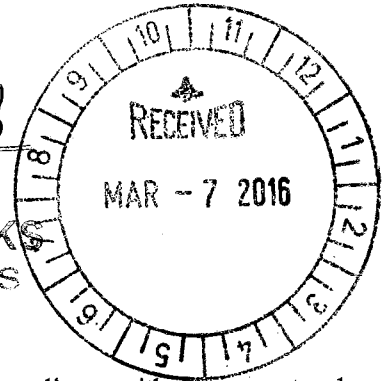
Anthony J. Picente, Jr. County Executive

Steven P. Devan, P.E. Commissioner

February 1, 2016

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

EN 20 16-128



Re: Work Order #34.1
Easement Surveying Services, Amendment 1
GHD Consulting Services, Inc.

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente:

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

The purpose of this work order is to provide continuing surveying and mapping services in support of easement acquisition for the new force main(s) that will be constructed from the Sauquoit Creek Pumping Station (SCPS) in Yorkville to the Oneida County Water Pollution Control Plant in Utica for FY2016. Work on this project started in 2015 and this work order allows continuing this work in 2016. The services of this work order will also include assistance with addressing historical easement issues with the existing force main route.

Finalization of easements will be required in order to access EFC funding for this project. Funding for this work order will come from the 2016 department operating budget as EFC does not fund land or easement acquisition. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be approved with an estimated cost of \$27,400.

I would appreciate consideration of this work order by you and the Board of Legislators so that could be placed on the agenda of the March 9th Board meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

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

[Handwritten signature of Steven P. Devan]

Steven P. Devan, P.E.
Commissioner

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

Attachments: Six (6) copies of Work Order #34.1
Contract Summary Sheet

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

[Handwritten signature of Anthony J. Picente, Jr.]
Anthony J. Picente, Jr.
County Executive

Date 3/7/16

Oneida Co. Department: WQ&WPC

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** GHD Consulting Services, Inc.  
1 Remington Park Dr.  
Cazenovia, NY 13035

**Title of Activity or Service:** Work Order #34, Amendment 1  
Easement Surveying Services

**Proposed Dates of Operation:** This work is planned for FY2016

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

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order provides surveying and mapping services in support of easement acquisition for the new force main(s) that will be constructed from the Sauquoit Creek Pumping Station in Yorkville to the Oneida County Water Pollution Control Plant in Utica for FY2016. The services of this work order will also include assistance with addressing historical easement issues with the existing force main route.

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

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

**Total Funding Requested:** \$27,400

**Account #:** G8110.195

**Oneida County Dept. Funding Recommendation:** \$27,400

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

**Cost Per Client Served:** \$0.25

**Past Performance Data:** N/A

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





**WORK ORDER 34  
Amendment No.1**

**SAUQUOIT CREEK PUMP STATION AND FORCEMAIN  
EASEMENT SURVEYING SERVICES**

**I. PROJECT UNDERSTANDING**

The purpose of this Amendment to Work Order 34 is to continue to provide surveying and mapping services to Oneida County in support of easement acquisition for the new force main(s) that will be constructed from the Sauquoit Creek Pumping Station (SCPS) in Yorkville to the Water Pollution Control Plant in Utica. Additionally, survey and mapping services at the Water Pollution Control Plant (WPCP) related to the acquisition of an easement for an outfall pipeline from the proposed High Rate Disinfection system along with acquisition of land (either temporary or permanent) for use during construction of the WPCP upgrades is also included in this amendment. The construction project is a required element under the Consent Order (No. R620060823-67) between NYSDEC and Oneida County due to sanitary sewer overflows (SSO) at the SCPS. The services of this Work Order Amendment will also include continued assistance to Oneida County with addressing historical easement issues with the existing force main route.

In support of easement acquisitions the following tasks are needed:

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

D.L. Mowers Land Surveyors and Associates (D.L. Mowers) was retained as a subconsultant to GHD under Work Order 24 (Solids Handling Upgrades) and Work Order 26 (Sauquoit Creek Pumping Station Upgrade and New Forcemain) to perform topographic surveying relative to the Sauquoit Creek Pump Station, Force Main, and Water Pollution Control Plant.

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

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

The services related to the force main and outfall easements will be coordinated with the Brown and Caldwell, the Design Engineer for those project elements. Services related to acquisition of land adjacent to the WPCP will be coordinated with O'Brien & Gere Engineers, the Construction Program Manager.

## II. SCOPE OF SERVICES

### A. Task 1: Project Management

Project management will include staffing and resource allocation, cost control, and administrative assistance to the Commissioner on an as needed basis. Dennis Mowers, LS. will lead this effort.

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

### B. Task 2 Research

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

This subtask includes:

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

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

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

### C. Task 3 Fieldwork

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

This subtask includes:

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

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

**Task 3 Deliverables:** Signed and stamped survey and supporting documentation for the following:

1. Pipeline easement acquisition.
2. High Rate Disinfection outfall easement acquisition.

3. Land acquisition at the Water Pollution Control Plant (via easement, land-lease, or other instrument) for construction staging and other project purposes.

**D. SCHEDULE**

The work of this Work Order Amendment will have an effective commence date of January 1, 2016 conditioned upon authorization by Oneida County and will continue through December 31, 2016.

**E. COMPENSATION**

- a. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services through December 31, 2016 as outlined in Section II is estimated to at \$27,400 shown on Table I.
- b. Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services Inc. for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**F. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 34 - Amendment No. 1 – Sauquoit Creek Pump Station and Forcemain – Easement Surveying Services, under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

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

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

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

By: Howard B. LaFever, PE

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: Howard B. LaFever

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

Date: 2/9/16

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

**APPENDIX II  
RATE SCHEDULE**

**1.0 D.L. MOWERS LAND SURVEYORS AND ASSOCIATES**

**1.1 Hourly Rates**

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

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

Survey Crew:

(non-Prevailing Wage)

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

(NYS DOL Prevailing Wage – Oneida/Herkimer County)

- 2 Person Crew (2016)	\$220.00*
------------------------	-----------

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

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

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

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

**Fee Estimate  
 Work Order 34  
 Amendment 1**

TABLE 1

Description	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total Hrs	Billing Rate 2016	Total Cost	Subtotals
	Project Management	Research	Fieldwork									
<b>D.L. Mowers Land Surveyors and Associates</b>												
Professional Land Surveyor	16	40	100						156	\$99.00	\$15,444.00	
Senior Surveyor/Designer		20	120						140	\$77.00	\$10,780.00	
Surveyor/Technician (ET-4)									0	\$72.00	\$0.00	
Surveyor/Technician (ET-3)									0	\$62.00	\$0.00	
Surveyor/Technician (ET-2)									0	\$52.00	\$0.00	
Surveyor/Technician (ET-1)									0	\$42.00	\$0.00	
Secretarial/Office Support									0	\$30.00	\$0.00	
<b>Subtotal Labor</b>	\$1,584.00	\$5,500.00	\$19,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	296			\$26,224.00
<b>Direct Expenses</b>												
Travel	\$0.00	\$226.00	\$406.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$632.80	
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Office Expenses	\$0.00	\$200.00	\$343.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$543.20	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
<b>Subtotal Disbursements</b>	\$0.00	\$426.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$1,176.00
<b>PROJECT TOTAL</b>	\$1,584.00	\$5,926.00	\$19,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$27,400.00
<b>ESTIMATED COMPENSATION</b>												<b>\$27,400.00</b>

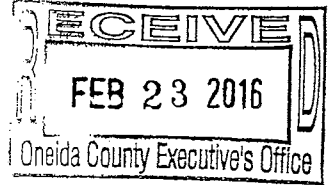


County of Oneida

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger  
Chief Deputy Joseph Ilsi

Sheriff Robert M. Maciol



February 22, 2016

FN 20 16-129

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

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
**PUBLIC SAFETY**  
*[Signature]*  
Anthony J. Picente, Jr.  
County Executive  
**WAYS & MEANS**  
Date 2/23/16

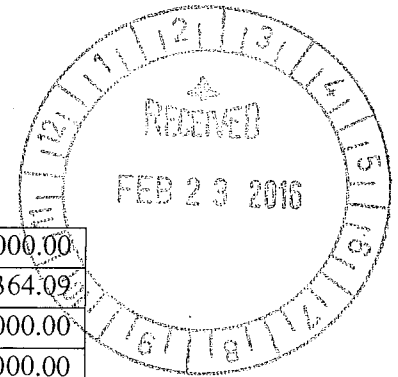
Dear County Executive Picente,

The Commissary Account is offset by revenues from Inmates in the Correctional Facility. Per the New York State Commission of Corrections Minimum Standards 7016.1c "profits resulting from Commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner welfare and rehabilitation."

In 2015, there was a profit of \$139,364.09 which will be rolled over into 2016, as indicated in the attached audit trail for revenue account A1525. Annually, a supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission. In 2016, the surplus will be used for horticulture programming, educational services and supplies, a life skills program, sewing projects, recreational items, worker pod, library, notary and other services.

I respectfully request that this matter be acted on at the April 2016 meeting.

The 2016 Supplemental Appropriation request is as follows:



A3152.102	Temp Help	\$ 10,000.00
A3152.211	Office Equipment	\$ 14,364.09
A3152.212	Computer Hardware	\$ 10,000.00
A3152.295	Other Equipment	\$ 75,000.00
A3152.411	Office Supplies	\$ 5,000.00
A3152.454	Travel -- Meetings & Seminars	\$ 5,000.00
A3152.425	Training & Special Schools	\$ 5,000.00
A3152.471	Recreational Supplies	\$ 5,000.00
A3152.491	Other Material & Supplies	\$ 10,000.00
Total Expenses:		<u>\$139,364.09</u>

**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495



Oneida County Sheriff

County of Oneida

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger  
Chief Deputy Joseph Lisi

*Sheriff Robert M. Maciol*

A1525	Revenue Prisoner Commissary	\$139,364.09
		=====
Total Revenue:		<b>\$139,364.09</b>

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

CC: Tom Keeler, Budget

**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
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**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

# Revenue / Appropriation Analysis Report

Reporting for all funds, selected departments, for dates from 01/01/15 to 12/31/15 for fiscal year 2015

Department : 3152 - Sheriff - Inmate Commissary

## Revenue Analysis

Account	Description	Estimated	Receipts	Revenue	Percentages	
		Revenue		Remaining	Rcvd	Remaining
A1523	Inmate Print Shop Sales	\$2,000.00	\$1,583.19	\$416.81	79.16	20.84
A1525	Prisoner Charges Commissary	\$254,970.00	\$275,169.26	(\$20,199.26)	107.92	-7.92
A1533	Rent Inmate Visitation Lockers	\$2,500.00	\$3,600.00	(\$1,100.00)	144.00	-44.00
A1534	Inmate Commissary Copy Fees	\$3,000.00	\$3,839.47	(\$839.47)	127.98	-27.98
A1535	Inmate Commissary Bus Passes	\$150.00	\$282.50	(\$132.50)	188.33	-88.33
Total:		\$262,620.00	\$284,474.42	\$0.00	(\$21,854.42)	

## Appropriation Analysis

Account	Description	Budget	Expenditures	Outstanding	Unencumbered	Percentages	
		Amount		Encumbrances	Balance	Used	Remaining
A3152.102	Temporary Help	\$22,990.00	\$20,561.70		\$2,428.30	89.44	10.56
	A3152.1:	\$22,990.00	\$20,561.70	\$0.00	\$2,428.30	89.44	10.56
A3152.211	Office Equipment	\$8,000.00	\$1,429.29		\$6,570.71	17.87	82.13
A3152.212	Computer Hardware	\$26,000.00	\$1,206.12		\$24,793.88	4.64	95.36
A3152.271	Recreational Equipment	\$2,400.00	\$26.73		\$2,373.27	1.11	98.89
A3152.295	Other Equipment	\$44,600.00	\$43,939.06		\$660.94	98.52	1.48
	A3152.2:	\$81,000.00	\$46,601.20	\$0.00	\$34,398.80	57.53	42.47
A3152.411	Office Supplies	\$4,700.00	\$1,661.43		\$3,038.57	35.35	64.65
A3152.412	Insurance & Bonding	\$500.00	\$242.64		\$257.36	48.53	51.47
A3152.413	Rent/Lease - Equipment	\$4,200.00	\$1,434.00		\$2,766.00	34.14	65.86
A3152.425	Training & Special Schools	\$6,000.00	\$0.00		\$6,000.00		100.00
A3152.431	Commissary Sales	\$2,300.00	\$1,000.00		\$1,300.00	43.48	56.52
A3152.454	Travel - Meetings, seminars etc.	\$8,000.00	\$2,485.85		\$5,514.15	31.07	68.93
A3152.471	Recreational Supplies	\$9,300.00	\$9,272.80		\$27.20	99.71	0.29
A3152.472	Recreational Activities	\$9,800.00	\$5,571.79		\$4,228.21	56.86	43.15
A3152.491	Other Materials & Supplies	\$33,279.40	\$7,016.92	\$660.26	\$25,602.22	23.07	76.93
A3152.492	Computer Software & Licenses	\$45,620.00	\$7,087.24	\$561.37	\$37,971.39	16.77	83.23
A3152.493	Maintenance, Repair & Services Contracts	\$36,527.00	\$27,300.00		\$9,227.00	74.74	25.26
A3152.4951	Other Expenses	\$10,800.00	\$7,664.90		\$3,135.10	70.97	29.03
	A3152.4:	\$171,026.40	\$70,737.57	\$1,221.63	\$99,067.20	42.07	57.93
A3152.810	Retirement	\$2,892.00	\$5,227.16		(\$2,335.16)	180.75	-80.75
A3152.830	Social Security	\$1,759.00	\$1,572.70		\$186.30	89.41	10.59
A3152.840	Workers Compensation	\$506.00	\$410.00		\$96.00	81.03	18.97
A3152.850	Unemployment Insurance	\$58.00	\$0.00		\$58.00		100.00
	A3152.8:	\$5,215.00	\$7,209.86	\$0.00	(\$1,994.86)	138.25	-38.25
Total:		\$280,231.40	\$145,110.33	\$1,221.63	\$133,899.44		

139,364.09





ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER

ANTHONY J. PICENTE, JR.  
County Executive

KEVIN W. REVERE  
Director

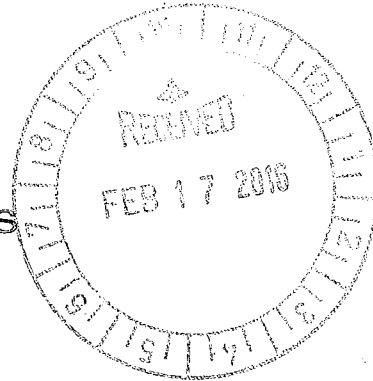
120 Base Road • Oriskany, New York 13424  
Phone: (315) 765-2526 • Fax: (315) 765-2529

December 23, 2015

FN 20 16-130

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

PUBLIC SAFETY  
WAYS & MEANS



Dear County Executive Picente,

Oneida County is in the process of upgrading and improving its county-wide Public Safety radio system. Additional tower sites will be added and major modifications to existing tower sites are required.

On December 23, 2015 the Oneida County Board of Acquisition & Contract accepted a proposal from C&S Engineers, Inc. in the amount of \$234,356.00 to provide program/project management and engineering services for an Oneida County emergency communications system project. The scope of work shall include the following.

- Transmission site identification/acquisition.
- System hardware procurement and implementation documents.
- Tower, generator and equipment shelter procurement documents.
- SEQRA/NEPA environmental compliance.
- Permitting.
- Construction documents.
- Construction management and administration.

Please consider the enclosed contract for the above mentioned services. If acceptable, please forward to the Oneida County Board of Legislators for further consideration.

Thank you for your support.

Sincerely,

Kevin W. Revere  
Director

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

Anthony J. Picente, Jr.  
County Executive

Date 2/16/16

Oneida Co. Department: Public Works

Competing Proposal   X    
Only Respondent             
Sole Source RFP           

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** C & S Engineers, Inc.  
499 Col. Eileen Collins Blvd.  
Syracuse, NY 13212

**Title of Activity or Service:** Professional Consulting Services

**Proposed Dates of Operation:** Start on Execution – 12/31/2017

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

### Summary Statements

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

On December 23, 2015, the Oneida County Board of Acquisition & Contract accepted a proposal from C&S Engineers, Inc. in the amount of \$234,356.00 to provide program/project management and engineering services for an Oneida County emergency communications system project. The scope of work shall include the following.

- Transmission site identification/acquisition.
- System hardware procurement and implementation documents.
- Tower, generator and equipment shelter procurement documents.
- SEQRA/NEPA environmental compliance.
- Permitting.
- Construction documents.
- Construction management and administration.

Funding would be provided through a State grant and accounted for in Capital Project H-533.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$234,356.00                      Account #: H-533  
Oneida County Dept. Funding Recommendation: \$234,356.00  
Proposed Funding Sources (Federal \$/ State \$/County \$): \$234,356.00 (State)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

**CONSULTING AGREEMENT  
COUNTY OF ONEIDA**

THIS Agreement is made and entered into this 1 day of FEBRUARY, 2016, by and between THE COUNTY OF ONEIDA, a municipal corporation in the State of New York with principal offices at 800 Park Avenue, Utica, NY 13501, hereinafter called "COUNTY," and C & S Engineers, Inc., with principal offices at 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, hereinafter called "CONSULTANT."

WITNESSETH

WHEREAS, COUNTY requires consulting services to assist the COUNTY in providing Program/Project Management Services for an Emergency Communications System Improvement Project; and

WHEREAS, CONSULTANT has submitted a proposal to provide Program/Project Management Services for an Emergency Communications System Improvement Project, and CONSULTANT represents that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner; and

WHEREAS, COUNTY Board of Acquisition and Contract has authorized the contract;

NOW, THEREFORE, it is mutually agreed by COUNTY and CONSULTANT that for the consideration hereinafter set forth, CONSULTANT shall provide said services to COUNTY, as set forth in greater detail herein.

1. ARTICLE 1 - SCOPE OF WORK

- 1.1. CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2. CONSULTANT'S work product shall be completed and submitted in accordance with industry standards. Completion dates, if specified herein, may only be modified by mutual written agreement between COUNTY and CONSULTANT. CONSULTANT agrees to diligently perform the services to be provided under this Agreement.
- 1.3. It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that COUNTY relies upon the professional skills of CONSULTANT to do and perform CONSULTANT'S duties.

- 1.4. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without COUNTY'S prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of COUNTY. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of COUNTY. COUNTY is licensed to utilize these documents for COUNTY applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of COUNTY.

## 2. ARTICLE 2 - PERFORMANCE OF SERVICES

- 2.1. CONSULTANT represents that CONSULTANT is duly licensed (as applicable) and has the qualifications; the specialized skill(s), the experience and the ability to properly perform the Services. CONSULTANT shall use CONSULTANT'S best efforts to perform the Services such that the results are satisfactory to the COUNTY. CONSULTANT shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- 2.2. CONSULTANT may, at CONSULTANT'S own expense, employ or engage the services of such employees, subcontractors and/or partners as CONSULTANT deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the COUNTY, and the COUNTY shall have no obligation to provide Assistants with any salary or benefits. CONSULTANT shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the COUNTY, in in compliance with any and all applicable Federal, State or Local Laws and Regulations. CONSULTANT shall expressly advise the Assistants of the terms of this Agreement.
- 2.3. CONSULTANT acknowledges and agrees that CONSULTANT and its Assistants have no authority to enter into contracts that bind the COUNTY or create obligations on the part of the COUNTY without the prior written authorization of the COUNTY.
- 2.4. CONSULTANT shall inform the COUNTY within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. CONSULTANT maintains the right to do so at any time, and COUNTY maintains the right to contract with other individuals or entities to perform the same services.

3. ARTICLE 2 – COMPENSATION

- 3.1. COUNTY agrees to pay CONSULTANT a lump sum fee of \$234,356.00 for services identified in Exhibit A. Payments shall be based on Exhibit B, Proposed Fee, attached hereto and made on a basis of work completed.
- 3.2. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify COUNTY of the identified changes and advise COUNTY of the recommended solution. Work shall not be performed on such changes without prior written authorization of COUNTY. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of work completed and/or on completion of major tasks.

4. ARTICLE 4 - NOTICE TO PROCEED

- 4.1. This Agreement shall become effective upon execution of the final signature. CONSULTANT shall commence work upon receipt of COUNTY'S Notice to Proceed, which shall be in the form of a letter signed by COUNTY'S Project Manager. COUNTY'S Notice to Proceed will authorize the Contracted Services described in Exhibit A with fees described in ARTICLE 3. No work shall commence until the Notice to Proceed is issued.

5. ARTICLE 5 – TERMINATION

- 5.1. This Agreement may be terminated by COUNTY immediately for cause or upon 10 days written notice.
- 5.2. If this Agreement is terminated, CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that COUNTY may condition payment of such compensation upon CONSULTANT'S delivery to COUNTY of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for COUNTY in connection with this Agreement. Payment by COUNTY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same.
- 5.3. This Agreement may be terminated by CONSULTANT upon 10 days written notice to COUNTY only in the event of substantial failure by COUNTY to fulfill its obligations under this Agreement through no fault of the CONSULTANT.

6. ARTICLE 6 - PROJECT MANAGERS

- 6.1. COUNTY designates Fred Lampman as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT'S performance under this Agreement, and for liaison and coordination between COUNTY and CONSULTANT. In the event COUNTY wishes to make a change in the COUNTY'S representative, COUNTY will notify CONSULTANT of the change in writing.
- 6.2. CONSULTANT designates Robert Duclos, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by the COUNTY's Project Manager.

7. ARTICLE 7 - INDEMNIFICATION AND INSURANCE

- 7.1. Indemnification. The CONSULTANT agrees that it shall defend, indemnify and hold harmless the COUNTY from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the CONSULTANT and its subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CONSULTANT and its subconsultants or failure on the part of the CONSULTANT and its subconsultants to comply with any of the covenants, terms or conditions of this agreement.
- 7.2. Insurance Requirements. CONSULTANT shall procure and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by COUNTY. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by COUNTY. The certificates shall be on forms approved by COUNTY. Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. COUNTY reserves the right to require CONSULTANT to provide insurance policies for review by COUNTY. CONSULTANT grants COUNTY a limited power of attorney to communicate with CONSULTANT's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.
- 7.3. Commercial General Liability Insurance. The CONSULTANT agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required,

such certificate to show the COUNTY as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.

- 7.4. Professional Liability Insurance. The CONSULTANT shall maintain a professional liability policy and will provide the COUNTY with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) aggregate. The CONSULTANT agrees that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 7.5. CONSULTANT shall maintain Auto Liability insurance in an amount equal to or greater than \$1,000,000.00 for the duration of this contract. The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the COUNTY as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 7.6. Workman's Compensation insurance shall be procured by CONSULTANT in accordance with State Law.
- 7.7. CONSULTANT shall require any subconsultant to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the CONSULTANT in paragraphs 7.3, 7.4, 7.5, and 7.6 above.

## 8. ARTICLE 8 – NOTICES

- 8.1. Any notice which COUNTY may desire or is required at any time to give or serve CONSULTANT may be delivered personally, or be sent by United States mail, postage prepaid, addressed to CONSULTANT's Project Manager's attention, or at such other address as shall have been last furnished in writing by CONSULTANT to COUNTY. Any notice which CONSULTANT may desire or is required at any time to give or serve upon COUNTY may be delivered personally at 120 Base Road, Oriskany, New York 13424, or be sent by United States mail, postage prepaid, addressed to Director of Emergency Services, 120 Base Road, Oriskany, New York 13424, or at such other address as shall have been last furnished in writing by COUNTY to CONSULTANT. Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

## 9. ARTICLE 9 – MISCELLANEOUS

- 9.1. This Agreement and all exhibits, attachments, appendices and addendums represent the entire understanding of COUNTY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.

- 9.2. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of COUNTY.
- 9.3. Should any part of this Agreement be declared by a final decision by a court of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4. Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the COUNTY is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5. This Agreement and all matters relating to it shall be governed by the laws of the State of New York with venue for any proceeding commenced to be held in the Supreme Court of the State of New York, County of Oneida.
- 9.6. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.
- 9.7. If the COUNTY becomes party to any litigation resulting from this project that is not the fault of the CONSULTANT and that requires the CONSULTANT's services, the additional fee to be paid shall be one that is mutually agreed upon between the COUNTY and the CONSULTANT.
- 9.8. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 9.9. The COUNTY's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The COUNTY's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.10. There shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.



9.11. CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the COUNTY under this Agreement.

9.12. CONSULTANT shall comply with COUNTY's Standard Addendum attached hereto and incorporated herein.

#### 10. ARTICLE 10 - TERM

10.1. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by COUNTY, or in any event, no later than December 31, 2017. The terms of this Agreement may be amended only in writing signed by both parties.

#### 11. ARTICLE 11 - INDEPENDENT CONTRACTOR STATUS

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

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

11.3. The CONSULTANT shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

11.4. CONSULTANT acknowledges and agrees that neither CONSULTANT, nor its Assistants, shall be eligible for any COUNTY employee benefits, including retirement membership credits.

11.5. CONSULTANT shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to CONSULTANT or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with

respect to CONSULTANT'S self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The COUNTY shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). CONSULTANT shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

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

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

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

## 12. ARTICLE 12 – EXPENSES

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

## 13. ARTICLE 13 - TRAINING

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

## 14. ARTICLE 14 - ADVICE OF COUNSEL

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

15. ARTICLE 15 - OTHER DOCUMENTS

15.1. The documents listed below shall become part of this agreement.


- 15.1.1. Exhibit A, Scope of Services
- 15.1.2. Exhibit B, Proposed Fee
- 15.1.3. Exhibit C, Certification of Consultant
- 15.1.4. Exhibit D, Standard Addendum

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

COUNTY OF ONEIDA

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

C & S ENGINEERS, INC.

By:  \_\_\_\_\_ Date: 2/1/16  
Robert Duclos, P.E.  
Senior Vice President

APPROVED

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Oneida County Attorney

**Exhibit A**  
**Scope of Services**  
**Oneida County**  
**Emergency Communications System Improvements Project**  
**Program/Project Management Services**

**1.0 Project Scope**

Oneida County (the County) will be undertaking a comprehensive improvement to its emergency communications system to enhance coverage and system performance within the county as well as improving interoperability with neighboring counties and emergency response agencies. The County has received a grant from the New York State Department of Homeland Security to assist with the implementation of the project. The County intends to construct a number of new communications facilities to improve performance of the existing system. A summary of the intended improvements is as follows:

- Construction of a 4 site VHF, digital, simulcast, trunked radio system including new hardware, infrastructure and subscriber units to cover the Cities of Rome and Utica.
- Conversion of 5 existing County radio sites to simulcast operation.
- Construction of a new digital licensed microwave network.
- 911 dispatch center and backup center improvements including new consoles.
- Coordinate with County's frequency licensing consultant to support system improvements.

The Program/Project Manager will report to the County's designated project coordinator and interface directly with the radio system vendors, contractors and other project stakeholders throughout the duration of the project. This section describes the Scope of Services to be provided as part of the Program/Project Manager responsibilities for an estimated duration of up to eighteen (18) months for the planning, design and construction phases of the project.

**2.0 Pre-Design/Planning Phase Services**

**2.1 Project Kick-off Meeting**

After receiving notice to proceed from the County, a workshop will be held with County staff and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, scope of work, document distribution, and project schedule. Minutes of the meeting will be prepared by Consultant.

## **2.2 Review Existing Documentation**

Prior to initiating activities, a review of existing documentation such as previous studies/reports, surveys, etc. will be performed to identify pertinent issues related to the project.

## **2.3 Program Review**

Review the overall program for the project, the scope of work to be undertaken by the County, and advise the County on project needs.

## **2.4 Radio Frequency Licensing**

Services to be performed by others.

## **2.5 Radio System Equipment Procurement**

Assist County personnel purchase of radio and microwave system under NYS Contract pricing.

# **3.0 Design Phase Services**

## **3.1 Design Project Kick-off Meeting**

After implementation of a contract between the County and System Suppliers, a workshop will be held with County staff, the System Suppliers and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, scope of work, document distribution, and project schedule. Minutes of the meeting will be prepared by consultant.

## **3.2 Project Schedule**

Develop in cooperation with the County and the System Suppliers a project schedule for design, construction and implementation of the project. Provide regular monitoring of the schedule as the project progresses and identify potential variances between scheduled and actual progress. Review the schedule for work not started, or incomplete, and recommend to the County and the System Suppliers, any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.

## **3.3 Design Review**

Coordinate and participate with the County in review of designs during their development, advise on site use and improvements, selection of materials, building systems and equipment and methods of project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, costs of alternative designs or materials, and review of preliminary budgets.

Coordinate Contract Documents preparation by the System Supplier with the County as they are being prepared, and recommend alternative solutions whenever design details effect construction feasibility, cost or schedules. Advise on the method to be used for

selecting Contractors and awarding Contracts. If separate Contracts are to be awarded, Project Manager, System Suppliers and the County will review the Drawings and Specifications and make recommendations as required to provide that (1) the work of the separate Contractors is coordinated, (2) requirements for the Project have been assigned to the appropriate separate Contract, and (3) proper coordination has been provided for phased construction.

Where the project dictates, investigate and recommend a schedule for the Owner's purchase of material and equipment requiring long lead time for procurement, and coordinate the schedule with early preparation of portions of the Contract Documents by the System Suppliers. When appropriate, expedite and coordinate delivery of these purchases.

### **3.4 Site Surveys**

The Consultant shall retain the services of a licensed land surveyor to provide a FAA 1A coordinate certification for all tower locations where a survey or coordinate certification does not exist already. Where existing site plans or surveys are not available, perform a topographic survey of the existing installations for use in developing site development engineering drawings. Fee is based on providing services described above for 2 sites.

### **3.5 Geotechnical**

For any sites where new towers are required, perform one (1) 60 foot deep soil boring at the proposed tower location and prepare a geotechnical report for the purpose of the tower foundation design. Geotechnical Report shall be stamped by an engineer licensed in the State of New York. Fee is based on providing services described above for 2 sites.

### **3.6 Site Development Plans and Specifications**

For work not directly installed by the system suppliers, prepare engineering plans and specifications for construction and/or modification of the facilities previously listed. This shall include installation of new towers, equipment shelters, and electrical services where required. Plans and specifications shall be stamped by an engineer licensed in the State of New York and be suitable for public bidding.

### **3.7 Opinion of Probable Cost**

Prepare for the County's information an independent opinion of probable Construction Cost which would be developed by using estimating techniques which anticipate the various elements of the project, and based on Design Development and Construction Documents prepared by the System Suppliers. Advise the County and the System Supplier if it appears that the Construction Cost may exceed the project budget and make recommendations for corrective action.

### **3.8 Advance Procured Materials**

Assist County personnel with purchase of towers, equipment shelters and generators under previously existing municipal contracts (contracts to be identified by the County). Review technical specifications and shop drawings for procured materials including towers, equipment shelters and emergency generators as required.

### **3.9 Tower Structural Analyses**

Perform structural analyses for all existing towers sites to determine adequacy of towers to support additional antenna loads. Antenna loading information/mounting locations shall be provided by the radio system vendor. Structural analyses shall be performed in accordance with ANSI EIA/TIA 222-G. Fee is based on providing services described above for 6 sites. Scope and fee does not include tower modification designs.

### **3.10 Site Acquisition/Leasing**

Assist the County with development and negotiation of leases for privately owned tower sites as required.

## **4.0 Bidding/Procurement Phase Services**

- Develop Bidder's interest in the Project and establish bidding schedules.
- Conduct pre-bid conferences (including tours of the project sites when warranted) to familiarize Bidders with the Bidding Documents.
- Coordinate the receipt of questions from Bidders and with the issuance of Addenda to the Bidding Documents.
- Assist the County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- Review all documents for compliance with Wicks Law, prevailing wage criteria and other applicable Federal and/or State procurement requirements.

## **5.0 Construction Phase Services**

The Construction Phase will commence with the award of the initial Contract for Construction and will end when all change order, punch list work and system acceptance work is complete. During this phase, the following services will be provided as required:

- Provide supervisory, administrative, management and related services, as required, to coordinate work of the Contractors with each other as specified in the Contract Documents and with the County's objectives for cost, time and quality.
- Schedule and conduct pre-construction, construction and progress meetings with the Contractor, the System Suppliers and the County to discuss such matters as procedures, progress, cost, changes, problems and scheduling. Prepare and promptly distribute minutes of these meetings.
- Consistent with the Project Construction Schedule issued with the Bidding Documents and utilizing the Contractor's Construction Schedules, the Project Manager will update the Project Construction Schedule incorporating the activities of Contractors, assist the System Supplier and the Owner on the Project, including activity sequences and duration

and allocation of labor and materials, process Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. The Project Construction Schedule will be updated as required to show current conditions and revisions required by actual progress of construction activity.

- Provide regular monitoring of the schedule as construction progresses and identify potential variances between scheduled and actual progress. Review the schedules for work not started, or incomplete, and recommend to the County and the Contractor (s), any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.
- Recommend courses of action to the County when Requirements of a Contract are not being fulfilled, and the nonperforming party will not take satisfactory corrective action.
- Revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, develop cash flow reports and forecasts as needed, and assist the County in preparing periodic expenditure status and projection reports.
- Provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the County whenever projected costs exceed budgets or estimates.
- Where required by the Contract Documents, review cost accounting records prepared by the System Suppliers and/or Contractors on authorized Work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Recommend and verify necessary or desirable Construction Contract changes, review requests for changes to the cost, and assist in negotiating proposals.
- Develop and implement procedures for the review and processing of Payment Applications by Suppliers/Contractors for progress and final payments. Review and approve all payment applications prior to submission to the County for review and approval.
- As requested, assist the County in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors. Verify that the County has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project and in obtaining the Certificate of Occupancy.
- Consult with the County if any Contractor/Supplier requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.



- Receive Certificates of Insurance from the Contractors/Suppliers, review for Contract compliance, and forward them to the County.
- Coordinate review of all Shop Drawings, Product Data, Samples and other submittals from the Contractors and System Suppliers. Establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.
- Provide monitoring, oversight and coordination of construction activities. Fee proposal shall be based on the hours and duration identified in the fee proposal portion of this RFP.
- Maintain on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record significant changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or work on the Project.
- Assist in Procurement and facilitate/manage testing services. These testing services will be contracted directly with the County.
- Where authorized by the County, arrange for delivery and storage, protection and security for County-purchased materials where required, and systems and equipment which are a part of the Project, until such items are incorporated into the Project.
- When the Contractor/Supplier requests a Certificate of Substantial Completion, prepare in cooperation with the County, a list of incomplete or unsatisfactory items if any. The Project Manager and the County will conduct an inspection of the facilities with the Contractor/Suppliers. The Project Manager will then coordinate the correction and completion of the remaining work.
- Following the issuance of a Certificate of Substantial Completion for the project or designated portion thereof, evaluate the completion of the work of the Contractor/Suppliers and coordinate the final inspection of the work with the County. Obtain from the Contractor and transmit to the County required guarantees, affidavits, releases, bonds and waivers. Coordinate the delivery of all keys, manuals, record drawings and maintenance stocks to the County.
- Prepare As-Built/Record Drawings of the completed site installation based on contractor provided red line drawings and final inspection.

#### **6.0 Post-Construction Phase Services**

Coordinate the activities of the System Supplier and the Contractors to facilitate start-up of the constructed facilities. Activities will include coordination and review of operation and maintenance manuals prepared by the System Supplier and Contractor, review of detailed schedules for start-up of specific equipment, testing requirements, coordinating pre-startup

meetings with County staff, System Supplier and Contractors to facilitate a smooth transition and acceptance of the facility. In addition, Project Manager will define operation and maintenance manual requirements in conjunction with County for the project. The Project Manager will also facilitate training for County staff on new facilities. This will include organizing training programs, coordinating with the System Supplier, Contractor (s), and equipment suppliers to implement training activities and facilitate the training sessions as requested.

## **7.0 Other Services**

- Oversee the organization of all the meetings necessary with all the users of the system to gain their input.
- Oversee the organization of monthly meetings as necessary with the County, Suppliers and Contractors to report on project progress.

## **8.0 Environmental Compliance Services**

### **8.1 SEQRA/NEPA Compliance**

Provide assistance to the County in fulfilling the requirements of SEQRA and NEPA based on the project being classified as a Type 1 Action under SEQR. Services to be performed are listed as follows:

#### **SEQRA**

- Identify potential involved agencies.
- Prepare Lead Agency correspondence.
- Prepare Long-Form EAF including required regulatory consultation letters and supporting documentation.
- Assist with preparation of Negative Declaration (assume no positive declaration or EIS).

#### **NEPA**

- Prepare FCC NEPA Checklist (2 new sites).
- Conduct tribal consultation as required by NEPA (2 new sites).
- Perform cultural/archeological assessments as required for NEPA completion (2 new sites).

**Exhibit B**  
**Proposed Fee**  
**Program/Project Management & Engineering Services**  
**Oneida County Emergency Communications Project**



<b>1. General Program/Project Management (18 months estimated duration)</b>			
Program Manager	5 hrs/week @	\$175.00/hr x 72 weeks	\$63,000
Administrative Assistant	2 hrs/week @	\$75.00/hr x 72 weeks	\$10,800
<b>Subtotal</b>			<b>\$73,800</b>
<b>2. Preliminary &amp; Final Design</b>			
A. Design Validation			\$7,500
B. FCC Licensing Support			\$0
C. Tower Structural Analyses (6)			\$13,200
D. Radio and Microwave System RFP Review			\$2,000
E. Towers, Shelters & Generator Bid Documents Review			\$2,000
F. Geotechnical Borings (1) & Reports (2 new sites assumed)			\$6,000
G. Cultural/Archaeological Study (2 new sites assumed)			\$6,000
H. Property Surveys (2 new sites assumed)			\$8,000
I. Engineering Plans and Specifications (4 new sites: 2 towers, 2 building)			\$50,000
J. SEQRA			\$10,000
K. NEPA Checklist (4 sites)			\$8,000
<b>Subtotal</b>			<b>\$112,700</b>
<b>3. Procurement Phase</b>			<b>\$15,000</b>
<b>4. System Installation and Construction Management</b>			
Submittals Review			\$15,000
Periodic On-Site Inspections	6 hrs/week @	\$93.00/hr x 32 weeks	\$17,856
<b>Subtotal</b>			<b>\$32,856</b>
<b>Total Basic Services per RFP</b>			<b>\$234,356</b>

<b>Optional Services-Other (if required)</b>	
Tower Climbing & Inventory (per site)	\$1,700
Tower Modification Design (per site)	\$2,500

**Hourly Billing Rate Schedule**

Title/Position	Personnel	Typ. Quals	Billing Rate (\$/hr.)
Program/Project Manager	R. Duclos	20 + yrs	\$ 175.00
Managing Engineer/Deputy Project Manager	E. Wright	20 + yrs	\$ 150.00
Senior Project Engineer	D. Bunger	15 + yrs	\$ 125.00
Project Engineer/Architect	S. Burdick	10 + yrs	\$ 110.00
Engineer/Architect	Various staff	5-10 + yrs	\$ 95.00
Construction Inspector	Various staff	5-10 + yrs	\$ 85.00
Cadd Designer	Various staff	5-10 + yrs	\$ 75.00
Administrative Assistant	Various staff	Varies	\$ 70.00

EXHIBIT C

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of C&S Engineers, Inc., a company organized under the laws of the State of New York, having their principal office for the transaction of business at 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or

(c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

---

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

Company: C & S Engineers, Inc.

By: 

Name: Robert Duclos, P.E.

Title: Senior Vice President

Date: 2/1/16

Attest: 

SUSAN GIORDANO  
Notary Public in the State of New York  
Qualified in Onon. Co. No. 4717900  
My Commission Expires 11/3/19

Exhibit D

STANDARD ADDENDUM

THIS ADDENDUM, entered into on this 1 day of February 2016, between the County of Oneida, hereinafter known as COUNTY, and C & S Engineers, Inc., hereinafter known as CONTRACTOR.

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

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

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

1. Executory or Non-Appropriation Clause.
  - a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.
2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.
  - a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.
  - a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
    1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
    2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
  1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus,

Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
  2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. Health Insurance Portability and Accountability Act (HIPAA). When applicable to the services provided pursuant to the Contract:
- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
    1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
    2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
    3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
  - b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

5. Non-Assignment Clause.

- a. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and 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.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

#### 10. Records.

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

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

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

#### 12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

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

16. Gratuities and Kickbacks.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

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

The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

COUNTY OF ONEIDA


By:

Anthony J. Picente Jr.  
Oneida County Executive

Date:

CONTRACTOR

By:

  
Robert Duclos, P.E.  
Senior Vice President

Date:

2/11/16

APPROVED

By:

Oneida County Attorney

Date:



## Oneida County Department of Planning

Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

FN 20 16-131

March 4, 2016

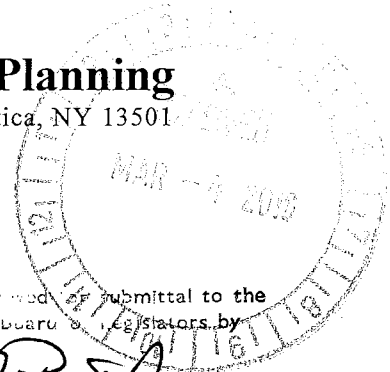
**ECONOMIC DEVELOPMENT  
& TOURISM  
WAYS & MEANS**

viewed and approved for submittal to the  
Oneida County Board of Legislators by

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

Anthony J. Picente, Jr.  
County Executive

Date 3/4/16



Re: NYS Office of Community Renewal – 2016 Economic Development Application  
– Sherrill Manufacturing, Inc. Project

Dear County Executive Picente:

In a continuing effort to assist businesses throughout Oneida County, we are proposing to apply for Community Development Block Grant (CDBG) funding made available by the New York State Office of Community Renewal (OCR) through their 2016 Economic Development Program. The New York State Office of Community Renewal (OCR) has created a more flexible, year-round process for funding eligible economic development projects under the CDBG Program. The open funding round allows municipalities with projects that are ready to move forward to apply for funding at any time throughout the year.

Based on the requirements from the OCR, Oneida County will apply for an amount not to exceed \$180,000 for Sherrill Manufacturing, Inc. located in the City of Sherrill. This funding will assist the company with the purchase of machinery and equipment as part of its equipment upgrade to remain competitive and build market share. This project will create 12 new jobs and retain 35 employees at the Sherrill facility.

Since the CDBG program does not require a local match, no Oneida County dollars will be expended on these projects. Upon award of the CDBG grant, Mohawk Valley EDGE will administer the program on behalf of Oneida County.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application to the New York State Office of Community Renewal for an Economic Development grant totaling \$180,000. Included in this resolution is the authorization to conduct the mandated public hearings on the Community Development Block Grant application, as required by the statutory

requirements of the CDBG program, and, if awarded the grant, authorization to enter into an agreement with the Mohawk Valley EDGE to administer the program.

Should you have any questions regarding this matter please contact me.

Sincerely,

*John R. Kent, Jr.*

John R. Kent, Jr.  
Commissioner of Planning

Cc: Edward Welsh  
Keith Scheibel  
Rose Ann Convertino

RE: AUTHORIZATION FOR ONEIDA COUNTY TO MAKE APPLICATION TO THE NEW YORK STATE OFFICE OF COMMUNITY RENEWAL (OCR) FOR GRANTS TOTALING \$180,000 TO SUPPORT ECONOMIC DEVELOPMENT EFFORTS IN ONEIDA COUNTY

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from John R. Kent, Jr., Commissioner of Planning, requesting submittal of an application by Oneida County to the State of New York Office of Community Renewal (OCR) for Community Development Block Grant (CDBG) direct grants totaling \$180,000, and

WHEREAS, The Community Development Block Grant funds will provide funding assistance to Sherrill Manufacturing, Inc. in the City of Sherrill that will result in the creation of 12 new jobs, and

WHEREAS, The CDBG program requires the holding of two public hearings by the County, a minimum of one prior to the submission of said application to obtain the views of citizens regarding the proposed application, and one following the award to report on project accomplishments, and

WHEREAS, The CDBG program requires that the Community Development Block Grant application must comply with the program requirements set forth in 24 CFR Part 85 and 570, as amended, now, therefore, be it hereby

RESOLVED, That Oneida County Executive Anthony J. Picente, Jr., is authorized to submit the application and amendments thereto and all understandings and assurances contained therein, and is further authorized to act in connection with the application to provide such additional information as may be required to request and implement said funds, and it is further

RESOLVED, That the Oneida County Executive is authorized and directed to hold any required public hearings and execute all documents and certifications required as part of the submission of the application, and it is further

RESOLVED, That the County Executive is hereby authorized to execute such documents as may be required in order to implement the program and hold the required public hearing if the application is approved and enter into agreements with beneficiaries of the funds.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following vote:

AYES\_\_\_NAYS\_\_\_



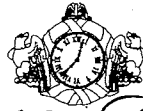
ANTHONY J. PICENTE, JR., *County Executive*

JOHN R. KENT, Jr., *Commissioner*

(315) 798-5710

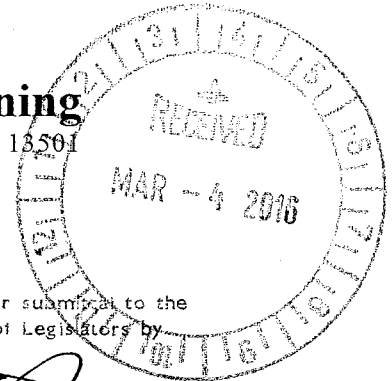
FAX (315) 798-5852

planning@ocgov.net



*Boehlert Center*  
at UNION STATION

**Oneida County Department of Planning**  
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501



March 4, 2016

FN 20 16-132 Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 3/4/16

ECONOMIC DEVELOPMENT  
& TOURISM

WAYS & MEANS

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

Re: NYS Office of Community Renewal – 2016 Economic Development Application  
– S.R. Sloan, Inc. Project

Dear County Executive Picente:

In a continuing effort to assist businesses throughout Oneida County, we are proposing to apply for Community Development Block Grant (CDBG) funding made available by the New York State Office of Community Renewal (OCR) through their 2016 Economic Development Program. The New York State Office of Community Renewal (OCR) has created a more flexible, year-round process for funding eligible economic development projects under the CDBG Program. The open funding round allows municipalities with projects that are ready to move forward to apply for funding at any time throughout the year.

Based on the requirements from the OCR, Oneida County will apply for an amount not to exceed \$120,000 for S.R. Sloan, Inc. located in the town of Whitestown. This funding will assist the company with the purchase of ancillary production and delivery equipment and working capital. The company is expanding their truss manufacturing pre-engineered wall panel construction to take advantage of a burgeoning economy and rapidly expanding product niche. This project will create 8 new jobs at the Whitestown facility.

Since the CDBG program does not require a local match, no Oneida County dollars will be expended on these projects. Upon award of the CDBG grant, Mohawk Valley EDGE will administer the program on behalf of Oneida County.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application to the New York State Office of Community Renewal for an Economic Development grant totaling \$120,000.

Included in this resolution is the authorization to conduct the mandated public hearings on the Community Development Block Grant application, as required by the statutory requirements of the CDBG program, and, if awarded the grant, authorization to enter into an agreement with the Mohawk Valley EDGE to administer the program.

Should you have any questions regarding this matter please contact me.

Sincerely,

*John R. Kent, Jr.*

John R. Kent, Jr.  
Commissioner of Planning

Cc: Edward Welsh  
Keith Scheibel  
Rose Ann Convertino

RE: AUTHORIZATION FOR ONEIDA COUNTY TO MAKE APPLICATION TO THE NEW YORK STATE OFFICE OF COMMUNITY RENEWAL (OCR) FOR GRANTS TOTALING \$120,000 TO SUPPORT ECONOMIC DEVELOPMENT EFFORTS IN ONEIDA COUNTY

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from John R. Kent, Jr., Commissioner of Planning, requesting submittal of an application by Oneida County to the State of New York Office of Community Renewal (OCR) for Community Development Block Grant (CDBG) direct grants totaling \$120,000, and

WHEREAS, The Community Development Block Grant funds will provide funding assistance to S.R. Sloan, Inc. in the Town of Whitestown that will result in the creation of 8 new jobs, and

WHEREAS, The CDBG program requires the holding of two public hearings by the County, a minimum of one prior to the submission of said application to obtain the views of citizens regarding the proposed application, and one following the award to report on project accomplishments, and

WHEREAS, The CDBG program requires that the Community Development Block Grant application must comply with the program requirements set forth in 24 CFR Part 85 and 570, as amended, now, therefore, be it hereby

RESOLVED, That Oneida County Executive Anthony J. Picente, Jr., is authorized to submit the application and amendments thereto and all understandings and assurances contained therein, and is further authorized to act in connection with the application to provide such additional information as may be required to request and implement said funds, and it is further

RESOLVED, That the Oneida County Executive is authorized and directed to hold any required public hearings and execute all documents and certifications required as part of the submission of the application, and it is further

RESOLVED, That the County Executive is hereby authorized to execute such documents as may be required in order to implement the program and hold the required public hearing if the application is approved and enter into agreements with beneficiaries of the funds.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following vote:

AYES \_\_\_ NAYS \_\_\_

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

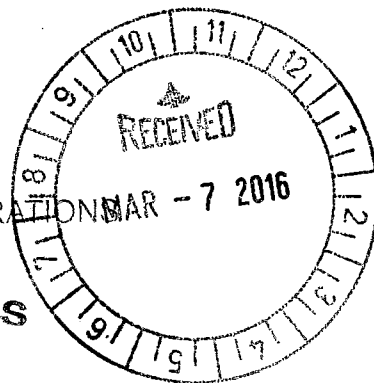
ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

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

February 12, 2016

FN 20

*16-133*  
GOVERNMENT OPERATIONS



WAYS & MEANS

Bowne Management Systems, Inc.  
Mr. Richard Annitto, Executive Vice President  
P.O. Box 109  
Mineola, New York 11501

Dear Mr. Annitto:

It was a pleasure meeting with you to discuss your interest in the Oneida County Tax Map Conversion Request for Proposals. We appreciate your time and patience during the interview process. We had several highly qualified firms submit proposals for the project and are pleased to inform you we have selected Bowne Management Systems, Inc. to perform the conversion.

We thank you for your interest in working with Oneida County and look forward to a successful GIS Data Conversion Project.

Enclosed please find a contract for your review and signature. Upon acceptance of terms return four (4) signed copies of the contract and addendum to: Kathy Pilbeam, Oneida Real Property Tax Director, 800 Park Avenue, Utica, New York 13501.

Sincerely,

*Kathy A. Pilbeam*

Kathy Pilbeam  
Real Property Tax Director

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

Anthony J. Picente, Jr.  
County Executive

Date *3/2/16*

Oneida Co. Department: FINANCE

Competing Proposal   X    
Only Respondent             
Sole Source RFP             
Other           

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:**

Bowne Management Systems, Inc.  
235 E. Jericho Turnpike  
PO Box 109  
Mineola, NY 11501

RFP# 2015-154

**Title of Activity or Service:**

Consultant Service for GIS Data Conversion Project

**Proposed Dates of Operation:**

Begins on execution of contract, ends one year after

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

**Summary Statements**

**1) Narrative Description of Proposed Services:** Dept. of Finance-Real Property Division requires the specialized services of a consultant to assist the department with conversion of the County's real property tax parcel records to a Geographic Information Systems platform.

**2) Program/Service Objectives and Outcomes:** Consultant shall perform: tax map conversion, produce tax maps, maintain workflow & interface, provide training and technical support that will allow the county to use standard editing tools under the ArcGIS 10.x software.

**3) Program Design and Staffing:** Provided by the Consultant.

**Total Funding Requested:** \$107,677                      **Account #:** H499

**Oneida County Dept. Funding Recommendation:** \$107,677

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

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

**Past Performance Data:** N/A

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

## CONSULTANT AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **COUNTY OF ONEIDA, NY**, a municipal corporation 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 “**County**”, and Bowne Management Systems, Inc., a corporation whose principal place of business is 235 E. Jericho Turnpike, P.O. Box 109, Mineola, New York 11501, hereinafter referred to as “**Consultant**”, consists of the following:

**WHEREAS**, the **County**, through the Department of Finance, Real Property Division, requires the specialized services of a consultant to assist the department with conversion of the County’s real property tax parcel records to a Geographic Information Systems platform (hereinafter “GIS”); and

**WHEREAS**, the **County** issued a Request for Proposal for the GIS Data Conversion Project; and

**WHEREAS**, the **Consultant** submitted a qualifying proposal for the GIS Data Conversion Project; and

**WHEREAS**, the **Consultant** possesses the requisite skills, knowledge, background and experience to provide the services required by the **County**;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows:

1. **Consultant** shall perform the following Scope of Services:

- a. Tax Map Conversion: **Consultant** shall convert the **County**’s tax map data into a “simple” Esri Geodatabase format, which will be a combination of feature dataset and feature classes, which will allow the **County** to use the standard editing tools that the ArcGIS 10.x software provides.
  - i. Each parcel converted will have a lineage to its parent AutoCAD Drawing with sliver and overlap polygons removed (within the limits of Esri’s default software tolerances).
  - ii. **Consultant** will use orthophotography from the New York State Orthophotography Program to assist in the rectification and rubbersheeting process.
  - iii. All tax parcels, municipal boundaries, special districts, sections and blocks shall be created as polygon areas in the resulting spatial data structure.
  - iv. **Consultant** shall preserve the information in the digital property records and create a hyperlink to the scanned images of the “white cards” (the documents

currently maintained by the **County** detailing ownership conveyances from the 1970s through the mid 1990s), via the **County's** parcel identifier.

- v. **Consultant** shall provide the following data layers, grouped by Municipality within the database: parcels, annotation, common ownership (land hooks), sub-lots, block limit lines, and section boundaries.
  - vi. **Consultant** shall provide a single, full-county feature layer in the database for each of the following: great lots, school districts, fire districts, water districts, municipal bounds, and hydrographic data.
  - vii. **Consultant** shall provide a maintenance geodatabase for parcel editing in which the GIS Technician will perform ongoing modifications.
  - viii. **Consultant** shall prepare map layouts for all tax map sections and existing index sheets in the form of templates, scripts and/or macros to allow for tax map preparation, update and printing within ArcGIS 10.x. Generation of hard copy tax maps shall be an automated process. Tax maps shall adhere to the New York State Taxation and Finance tax map guidelines (available at [www.tax.ny.gov](http://www.tax.ny.gov)).
- b. Produce Tax Maps: **Consultant** shall ensure that all tax maps can still be produced (as a paper copy, electronic file and/or through the internet) in an efficient and cost effective fashion, as required by law. **Consultant** shall use Esri's Data Driven Pages for the production of tax maps. The **County's** templates will be migrated to Data Driven Pages.
- i. **Consultant** shall provide a method for tracking changes to the tax maps.
  - ii. **Consultant** shall ensure that at least the last five (5) changes to a tax map can be printed as a revision history.
  - iii. **Consultant** shall implement Geodatabase archiving to allow the **County** to perform historical queries related to parcels, using the Geodatabase History Viewer.
- c. Maintenance Workflow and Interface: **Consultant** shall create a workflow process and interface to maintain both the spatial data that make up the tax maps and the related real property information associated with the tax parcels using ArcGIS 10.x standard editing tools (using both the Editor Toolbar and the Advanced Toolbar).
- d. Training: **Consultant** shall provide one (1) day of on-site training for the **County's** GIS Technicians and others deemed necessary by the **County**. The training shall focus on the use of Esri editing tools and will use the **County's** data, not a generic training dataset. The training shall be accompanied by a guide that will be distributed to the **County's** GIS Technicians.

- i. **Consultant** shall provide recommendations regarding the relevant and effective use of Esri's online classes (available at <http://training/esri.com/gateway/index.cfm>).
- e. **Technical Support:** **Consultant** shall provide unlimited technical support to the **County** staff via telephone and remote access (via tools such as Webex) within three (3) months of the final delivery as described herein. The **Consultant** shall respond to all inquiries from the **County** within one (1) business day.

2. Performance and Delivery of Services:

- a. **Consultant** represents that **Consultant** has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. **Consultant** may perform these services from any location, at any time, and in any manner deemed appropriate by the **Consultant**, so long as the services are performed timely and adequately.
- b. **Consultant** acknowledges and agrees that **Consultant** and its Assistants, if any, 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**.
- c. Final delivery of all work by **Consultant** shall be made within one (1) year from execution of this Agreement.
- d. **Consultant** shall allow the **County** one month after each incremental delivery to perform a quality review based on predetermined delivery acceptance criteria.
- e. **Consultant** shall NOT provide delivered products that require the **County** to purchase additional hardware or software. Any customized macros or code shall be wholly owned by and capable of being maintained by the **County** at the end of the project.

3. Indemnification and Insurance Requirements:

- a. **Indemnification:** The **Consultant** agrees that it shall defend, indemnify and hold harmless the **County** from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the **Consultant** and its subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **Consultant** and its subconsultant's or failure on the part of the **Consultant** or its subconsultants to comply with any of the covenants, terms or conditions of this Agreement.
- b. **Insurance Requirements:** **Consultant** shall procure and maintain during the life of the Agreement all the insurance required herein, without direct expense to **County**, and shall submit certificates for review and approval by the **County**. The



certificates shall be on forms approved by **County**. Acceptance of the certificates shall not relieve **Consultant** of any of the insurance requirements, nor decrease the liability of **Consultant**. **County** reserves the right to require **Consultant** to provide insurance policies for review by **County**. **Consultant** grants **County** a limited power of attorney to communicate with **Consultant's** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

- c. Commercial General Liability Insurance: The **Consultant** agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. The **Consultant** agrees to have the **County** added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the **County** with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the **County** as an additional insured and to provide that the coverage shall not be terminated without written prior notice to the **County** of at least thirty (30) days.
- d. Professional Liability Insurance: The **Consultant** shall maintain a professional liability policy, including errors and omissions, and will provide the **County** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per incident and Two Million Dollars (\$2,000,000.00) aggregate. The **Consultant** agrees that coverage shall not be terminated without prior written notice to the **County** of at least thirty (30) days.
- e. Auto Liability Insurance. **Consultant** shall maintain Auto Liability insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the duration of this Agreement. The **Consultant** agrees to have the **County** added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the **County** with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the **County** as an additional insured and to provide that coverage shall not be terminated without written prior notice to the **County** of at least thirty (30) days.
- f. Workman's Compensation Insurance. Workman's Compensation insurance shall be procured and maintained by **Consultant** in accordance with New York State Law.
- g. **Consultant** shall require any subconsultant to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **Consultant**.

#### 4. Independent Contractor Status:

- a. It is expressly agreed that the relationship of the **Consultant** to the **County** shall be that of an Independent Contractor. The **Consultant** shall not be considered an

employee of the **County** for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with the status as an independent contractor, covenants and agrees that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

- b. **Consultant** warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of **Consultant's** income, or (2) that he or she is in the business of offering these services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. **Consultant** and **County** agree that **Consultant** is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.
- c. The **Consultant** shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. **Consultant** acknowledges and agrees that neither **Consultant**, nor its Assistants, if any, shall not be eligible for any **County** employee benefits, including retirement membership credits.
- e. **Consultant** shall be paid pursuant to IRS Form 1099, and shall be solely responsibility for applicable taxes for all compensation paid to **Consultant** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to **Consultant's** self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The **County** shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). **Consultant** shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- f. The **Consultant** will indemnify and hold the **County** harmless from all loss or liability incurred by the **County** as a result of the **County** not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **Consultant's** Independent Contractor status, it is agreed that both the **County** and the **Consultant** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.



- c. **Consultant** hereby agrees that any and all data, recommendations, reports and other materials developed in the performance of this Agreement are strictly confidential and that **Consultant** is prohibited from revealing or disclosing such data, recommendations or reports, in whole or in part, to any third party without first obtaining the express written consent of **County**. This covenant of non-disclosure shall survive the termination or expiration of this Agreement.
  - d. The **Consultant** agrees to be bound by the Standard Addendum annexed hereto.
  - e. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York. In the event that any term, condition or provision contained herein shall be deemed invalid by any Court of competent jurisdiction, it shall not result in the invalidation of any other term, condition or provision contained herein, all of which shall continue in full force and effect.
  - f. This Agreement represents the entire understanding between the parties. No waiver or modification of this Agreement shall be legally binding and/or enforceable unless such waiver and/or modification is set forth in writing and subscribed by the parties hereto with the same formality as this Agreement.
  - g. Each party represents that the person executing this Agreement on their behalf has full authority to execute and be legally bound by such Agreements.
9. 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.

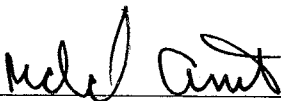
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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date or dates hereinafter mentioned.

County of Oneida:

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

Bowne Management Systems, Inc.:

By:  \_\_\_\_\_  
Richard Annitto  
Executive Vice President

Approved:

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

**ADDENDUM**

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

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

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

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

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

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

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

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

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

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

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



2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;

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

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

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

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

**10. Records.**

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

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

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

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

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

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

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

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

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



appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

**County of Oneida**

**Contractor**

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

By: Richard A. [Signature]

Oneida County Executive

Name:

Bowen management Systems, Inc.

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

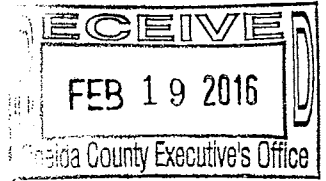
ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



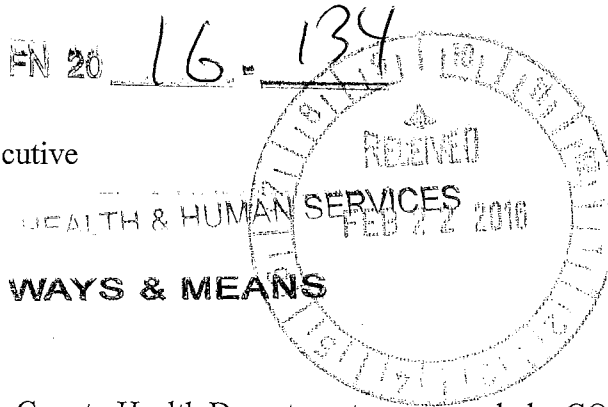
PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.  
DIRECTOR OF HEALTH

## ADMINISTRATION

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



February 16, 2016



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

## WAYS & MEANS

Dear Mr. Picente:

On September 24, 2015, the Oneida County Health Department was awarded a COLA of \$21,139 to purchase a van by the New York State Department of Health (NYSDOH) for the Healthy Neighborhoods Program (HNP).

Therefore, the Health Department is requesting the following supplemental appropriation for the 2016 fiscal year.

To: A4018.2515 – HN – Automotive Equipment..... \$ 21,139

This appropriation will be supported by revenue in A3418 – State Aid – Healthy Neighborhoods for \$21,139.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.,  
Director of Health

cc: T. Keeler, Director of Budget

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

Anthony J. Picente, Jr.  
County Executive

Date 2/22/16



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.  
County Executive

Michael J. Romano  
Director

120 Airline Street, Oriskany, NY 13424

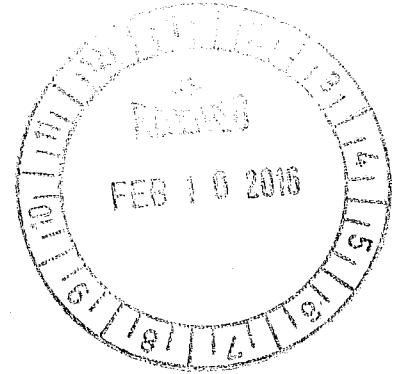
Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

January 27, 2016

FN 20 16-135



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

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

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

The purpose of this Agreement is to combine two separate fiscal intermediary agencies and streamline them into one agency agreement. The two separate agencies are the Alzheimer's Disease and Related Disorders Association, Inc. - Central New York Chapter, and the Greater Mohawk Valley Community and Elder Wellness Council, Inc. The service programs provided under these agencies are the Caregiver Support Program Emergency Respite Services, the Community Living Program (CLP), and the Veteran's Directed Home and Community Based Services Program (VDHCBS). The total amount of this Agreement is \$171,600.00.

These programs are supported by the following funds, Federal \$108,540.00; State \$41,250.00; and **County \$21,810.00** funds. This Agreement will commence on January 1, 2016 and will terminate on December 31, 2016.

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

Sincerely,

Michael J. Romano  
Director

MJR/mac

Enclosures

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

Anthony J. Picente, Jr.  
County Executive

Date 2/10/16

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: North Utica Senior Citizen's Recreation Center, Inc.  
50 Riverside Drive  
Utica, New York 13502

Type of Activity or Service: Fiscal Intermediary Services

- a) Caregiver Support Program Emergency Respite Services
- b) Community Living Program (CLP)
- c) Veteran's Directed Home and Community Based Services Program (VDHCBS)

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

Client Population/ Number to be Served:

- a) **Caregiver Support Program Emergency Respite Services –**  
Approximately fifty (50) clients are expected to be in need of respite services caregivers and care receivers.
- b) **Community Living Program (CLP) -** Approximately forty (40) elderly and disabled individuals most at risk for Medicaid spend down and Nursing Home Placement.
- c) **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.

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.

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.

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North Utica Senior Citizen's Recreation Center, Inc.

Fiscal Intermediary Services:

- Caregiver Respite Services
- Community Living Program
- Veteran's Directed Program

- 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.

3. Program Design and Staffing Level: N/A

**Total Funding Requested:** \$ 171,600.00      **Account:** #A6772.495135  
 #A6774.49599  
 #A6772.495149

**Oneida County Department Funding Recommendations:** \$ 171,600.00

**Proposed Funding Source:**

- **Caregiver Respite Program (#A6772.495135)** \$ 26,000.00  
 Federal-75% (\$ 19,500.00) / State-0% / **County-25% (\$ 6,500.00)**
- **Community Living Program (CLP) (#A6774.49599)** \$ 55,000.00  
 Federal-0% / State-75% (\$ 41,250.00) / **County-25% (\$ 13,750.00)**
- **Veteran's Directed Program (VDHCBS) (#A6772.495149)** \$ 75,000.00  
 Federal-100% (\$ 75,000.00) / State-0% / **County-0%**
- **Administrative Fee** \$ 15,600.00

**Oneida County Department Staff Comments:** New Combined Fiscal Intermediary Services Agreement. This replaces two separate Fiscal Intermediary agencies and streamlines them into one agency agreement.

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North Utica Senior Citizen's Recreation Center, Inc.

Fiscal Intermediary Services:

- Caregiver Respite Services
- Community Living Program
- Veteran's Directed Program

## AGREEMENT

This is an Agreement by and between the NORTH UTICA SENIOR CITIZEN'S RECREATION CENTER, INC., located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as "CONTRACTOR"; and the COUNTY OF ONEIDA, by and through its department of OFFICE FOR THE AGING AND CONTINUING CARE, located at 120 Airline Street - Suite 201, Oriskany, New York 13424, hereinafter known as the "COUNTY".

### WITNESSETH:

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

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

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

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

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

1. **SCOPE OF SERVICES – Caregiver Support Program Emergency Respite Support Services**

The Caregiver Support Program Emergency Respite Support Services is a program that addresses the immediate, intermittent respite needs for a caregiver and care receiver. The respite need must support service activities that are temporary, substitute supports or short-term living arrangements to provide a brief period of relief or rest for caregivers that ultimately assist in keeping the care receiver in the community. The program shall be operated as follows:

A. The CONTRACTOR will assist the Oneida County Office for the Aging Caregiver Support Program to provide services to caregivers to help sustain their efforts to care for an older relative (age 60 years or older) 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.

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North Utica Senior Citizen's Recreation Center, Inc.

Fiscal Intermediary Services:

- Caregiver Respite Services
- Community Living Program (CLP)
- Veteran's Directed Program (VDHCBS)

**CONTRACT AGREEMENT - 2016**

B. The **CONTRACTOR** will assist by implementing Caregiver Support Program Emergency Respite Support Services under the guidance and direction of **COUNTY** staff by means of the following:

- The **CONTRACTOR** shall have in place Memoranda of Understanding with various community agencies that provide institutional respite. Said Memoranda shall also agree to a Medicaid rate of service, with the understanding that all clients are **COUNTY** referred and paid by the **CONTRACTOR**.
- The **COUNTY** will authorize, arrange, and refer services through the Caregiver Support Program Emergency Respite Support Services. The **CONTRACTOR** shall refer to the Caregiver Support Program Emergency Respite Support Services eligibility requirements for further instruction.
- The **COUNTY** will be responsible for sending donation letters and evaluation forms to clients after services rendered.

C. The Policies and Procedures for program activities are found in **APPENDIX AA**. It is understood that the attached policies and procedures may be modified in the event that there are changes within the Caregiver Support Program such as regulation changes or funding changes. It is also understood that it may be necessary to create additional policies and procedures throughout the year as situations or needs arise. The **CONTRACTOR** understands that any new policies and procedures that are created become the responsibility of the **CONTRACTOR** and **COUNTY** respectively. The **CONTRACTOR** shall always refer to the most current version of policies and procedures.

## 2. **SCOPE OF SERVICES – Community Living Program (CLP)**

A. The **CONTRACTOR** agrees to utilize Program funds to provide flexible consumer services as part of the consumer's individualized budget based plan of care created by the Program Case Coordinator in collaboration with the consumer or the consumer's primary caregiver.

B. The **CONTRACTOR** agrees to 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** agrees to establish Memoranda of Understanding with various community agencies of the consumer's choosing. The **CONTRACTOR** agrees to 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.

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North Utica Senior Citizen's Recreation Center, Inc.

Fiscal Intermediary Services:

- Caregiver Respite Services
- Community Living Program (CLP)
- Veteran's Directed Program (VDHCBS)

**CONTRACT AGREEMENT - 2016**

D. The **CONTRACTOR** agrees to utilize funds to provide flyers, brochures, and family education materials deemed necessary and approved by the **COUNTY**.

E. The **CONTRACTOR** agrees to 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 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. **SCOPE OF SERVICES – Veteran's Directed Home and Community Based Services Program (VDHCBS)**

A. The **CONTRACTOR** agrees to utilize Program funds to provide flexible consumer services as part of the consumer's individualized budget based plan of care created by the Program Case Coordinator in collaboration with the consumer or the consumer's primary caregiver.

B. The **CONTRACTOR** agrees to 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** agrees to establish Memoranda of Understanding with various community agencies of the consumer's choosing. The **CONTRACTOR** agrees to 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** agrees to utilize funds to provide flyers, brochures, and family education materials deemed necessary and approved by the **COUNTY**.

E. The **CONTRACTOR** agrees to 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 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.

4. **PERFORMANCE OF SERVICES**

A. **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. **CONTRACTOR** shall use **CONTRACTOR'S** best efforts to perform the Services such that the results are satisfactory to the **COUNTY**. **CONTRACTOR** shall be solely responsible for communications with the Consumer or Consumer's caregiver in order to determine the location,

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North Utica Senior Citizen's Recreation Center, Inc.

Fiscal Intermediary Services:

- Caregiver Respite Services
- Community Living Program (CLP)
- Veteran's Directed Program (VDHCBS)

**CONTRACT AGREEMENT - 2016**



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

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

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

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

## 5. INDEPENDENT CONTRACTOR STATUS

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

B. **CONTRACTOR** warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of **CONTRACTOR'S** income, or (2) that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities

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North Utica Senior Citizen's Recreation Center, Inc.

Fiscal Intermediary Services:

- Caregiver Respite Services
- Community Living Program (CLP)
- Veteran's Directed Program (VDHCBS)

**CONTRACT AGREEMENT - 2016**

and/or the general public as a regular course of business. **CONTRACTOR** and **COUNTY** agree that **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The **CONTRACTOR** shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

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

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

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

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

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North Utica Senior Citizen's Recreation Center, Inc.

Fiscal Intermediary Services:

- Caregiver Respite Services
- Community Living Program (CLP)
- Veteran's Directed Program (VDHCBS)

**CONTRACT AGREEMENT - 2016**

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

6. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all parties that the **COUNTY** will reimburse the **CONTRACTOR** in accordance with the terms and conditions of this Agreement, EISEP, and the Older Americans Act.

B. The **COUNTY** agrees to reimburse the **CONTRACTOR** for program expenses, with total payments not to exceed One Hundred Seventy-One Thousand Six Hundred dollars (**\$171,600.00**). The breakdown of Program funding will be as follows:

<u>PROGRAM</u>	<u>FUNDING AMOUNT</u>
• Caregiver Respite Program	\$26,000.00
• Community Living Program (CLP)	\$55,000.00
• Veteran Directed Program (VDHCBS)	\$75,000.00
• <u>Administrative Fee</u>	<u>\$15,600.00</u>
<b>TOTAL</b>	<b>\$171,600.00</b>

C. The **COUNTY** grant funds are contingent upon availability of Federal and County of Oneida funding. The **COUNTY** will reimburse the **CONTRACTOR** a maximum of One Hundred Seventy-One Thousand Six Hundred dollars (**\$171,600.00**); (**\$156,000.00 Direct Services and \$15,600.00 Administrative Funding**) payable as specified in the OFA Voucher Instructions, attached as APPENDIX C. The payment schedule will be as follows:

<u>DATE</u>	<u>PAYMENT AMOUNT</u>
• January 1, 2016	\$42,900.00
• April 1, 2016	\$42,900.00
• July 1, 2016	\$42,900.00
• October 1, 2016	\$42,900.00

D. Unused Caregiver Respite Support Program funds are allowed to be carried over from one fiscal year to the next and utilized for the Respite Scholarship Fund Program functions.

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7 EXPENSES

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

8. TRAINING:

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

9. TERM OF CONTRACT

A. The terms and conditions of this Agreement will **commence January 1, 2016 and will terminate December 31, 2016.**

10. STANDARD ASSURANCES

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (NYSOFA), and the Grievance procedures of the County of Oneida, all as are more fully described in **APPENDIX A** and compliance with which is required by Federal, State or Local Law or Regulation.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color,

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national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The **CONTRACTOR** shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subject 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 the **COUNTY** will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging and Continuing Care. 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** should 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 required by Federal, State or Local Law or Regulation as set forth in this Agreement.

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

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

- Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
- Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- Older Americans Act
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
- Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)

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- Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
- Equal Access to Services and Targeting Policy (12-PI-08)
- Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within 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 New York State Office for the Aging.

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

D. To the extent 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 Limited English Proficiency, 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 Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-

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income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

12. **GRIEVANCE PROCEDURES**

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

13. **FISCAL REQUIREMENTS/RESPONSIBILITIES AS REQUIRED BY LAW**

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 **COUNTY** Voucher Instructions, refer to **APPENDIX C**.

C. The **COUNTY** will be responsible for sending monthly donation letters and collecting participant contributions for all participants who attend an Oneida County Office for the Aging and Continuing Care funded day care program. Any contributions received by the **CONTRACTOR** for an Oneida County Office for the Aging and Continuing Care funded participant directly, 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 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 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.

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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 the Code of Federal Regulations 45-74, as amended in 1980.

14. **INSURANCE COVERAGE REQUIREMENTS**

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

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

C. The **CONTRACTOR** agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named **ADDITIONAL INSURED**, as its interest may appear, and to provide the **COUNTY** with a certificate from said insurance company, or companies, showing coverage as herein before required,

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and to provide that such coverage shall not be terminated without written prior notice to the COUNTY of at least thirty (30) days.

D. The CONTRACTOR shall maintain a professional liability policy and will provide the COUNTY with proof of coverage in the amount of \$1,000,000 per incident and \$2,000,000 aggregate. The CONTRACTOR shall also maintain general liability insurance and will provide the COUNTY with proof of coverage in the amount of \$1,000,000 per incident and \$2,000,000 aggregate. The CONTRACTOR agrees to have Oneida County named ADDITIONAL INSURED on the general liability policy and to provide the COUNTY with certificates from said insurance company or companies showing the proof of insurance as stated heretofore, and to provide that such coverage shall not be terminated without written prior notice to the COUNTY of at least thirty (30) days.

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

15. **REPORTING REQUIREMENTS PURSUANT TO LAW**

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

B. The CONTRACTOR shall provide the COUNTY with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging'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 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 patient'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.

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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. 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 cancellation.

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 cancellation, 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 cancellation. 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. **CONTRACT RENEWAL**

A. The **COUNTY** and the **CONTRACTOR** shall negotiate the contract annually.

B. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with **CONTRACTOR** on an annual basis, and **COUNTY** reserves the right to seek the same or similar services from third parties.

19. **NO CLAIM FOR DAMAGES**

A. The **CONTRACTOR** agrees to make no claim for damages for delay of reimbursement due to an act or omission by the **COUNTY**.

20. **STANDARD ADDENDUM**

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

21. **ADVICE OF COUNSEL**

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

22. **TERMS OF AGREEMENT**

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

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

**CONTRACTOR**

\_\_\_\_\_  
Yvonne McClusky, Executive Director

\_\_\_\_\_  
Date

**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**OFFICE FOR THE AGING AND CONTINUING CARE**

\_\_\_\_\_  
Michael J. Romano, Director OFA/OCC

\_\_\_\_\_  
Date

\_\_\_\_\_  
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**Approved as to Form:**

By: \_\_\_\_\_  
Raymond F. Bara, Assistant County Attorney

\_\_\_\_\_  
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:

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- 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.”<sup>1</sup>

**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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The Oneida County Office for the Aging, hereinafter known as the **COUNTY**, Alzheimer’s Association, hereinafter known as the **CONTRACTOR**, and Participating Nursing Home Facilities will coordinate Respite Services by the following:

- The **COUNTY** will receive request for Respite Services including dates of stay.
- The **COUNTY** will complete a home assessment by a **COUNTY** case manager and/or the Caregiver Support Program Coordinator.
- The **COUNTY** will 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.

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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)

- Caregiver Respite Services
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- Caregiver Support Program Coordinator will contact the formal contact person at the Participating Nursing Home Facilities based on client geographic location, need, and request.
- Caregiver Support Program Coordinator will provide the chosen Participating Nursing Home Facility with the care receiver's Name, Social Security Number, Date of Birth, Address, and Phone Number.
- Caregiver Support Program Coordinator will fax the following paperwork to the formal contact person at the Participating Nursing Home Facility: Compass, releases of information, and medication list.
- Caregiver Support Program Coordinator will contact the caregiver and/or the care receiver to verify the approved Respite Services and inform them of the following steps in the procedure.
- Participating Nursing Home Facility will contact caregiver and care receiver to schedule the Participating Nursing Home Facilities own assessment.
- Participating Nursing Home Facility will 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.
- Participating Nursing Home Facility will obtain and complete any other paperwork related to Respite Services as it pertains to any related regulations or individual facility policies.
- Participating Nursing Home Facility will provide Respite Services for the prior approved time at the current Medicaid rate.
- Participating Nursing Home Facility will submit a Voucher to **COUNTY**.
- Caregiver Support Program will confirm that the Respite Services was rendered by contacting the caregiver and/or care receiver.
- Caregiver Support Program will authorize the **CONTRACTOR** to submit payment to the Participating Nursing Home Facility.

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## APPENDIX A

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

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NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

## APPENDIX 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 Unsatisfaction of Service**

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, 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.

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North Utica Senior Citizen's Recreation Center, Inc.

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- 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  
2015-2016  
**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:

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- 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

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**APPENDIX D**

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

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

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

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

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

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
  - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is

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

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

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5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

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Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

#### **8. Wage and Hours Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions

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regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

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

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

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

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

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

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Anthony J. Picente Jr.  
County Executive

Lucille A. Soldato  
Commissioner



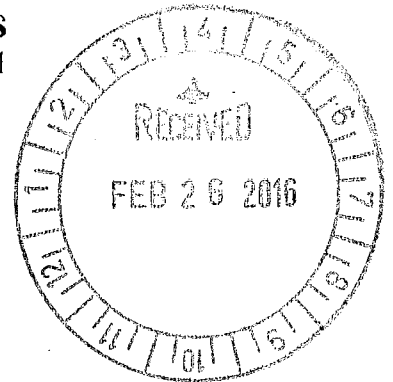
**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

January 19, 2016

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

FN 20 16-136

HEALTH & HUMAN SERVICES



Dear Mr. Picente:

**WAYS & MEANS**

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

Enclosed is a Purchase of Services Agreement with Cayuga Home for Children d/b/a Cayuga Centers for Family Functional Therapy & Multisystemic Therapy services.

- Functional Family Therapy (FFT) is a family-based prevention and intervention program for high-risk youth that addresses complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive. The FFT clinical model concentrates on decreasing risk factors and on increasing protective factors that directly affect adolescents, with a particular emphasis on familial factors.
- Multisystemic Therapy (MST) is an intensive family- and community-based treatment that addresses the multiple determinants of serious antisocial behavior in at-risk youth. The multisystemic approach views individuals as being nested within a complex network of interconnected systems that encompass individual, family, and extra-familial (peer, school, neighborhood) factors. Intervention may be necessary in any one or a combination of these systems.

The term of this Agreement is January 1, 2016 through December 31, 2016. The maximum amount to provide this service is \$ 213,440.80 with a local cost of 27.18 % or \$ 58,013.21.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 2/26/16

1/19/2016  
# 45401

**Oneida Co. Department Social Services**

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

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

**Name of Proposing Organization:** Cayuga Home for Children d/b/a Cayuga Centers  
101 Hamilton Avenue  
Utica, New York 13501

**Title of Activity or Services:** Family Functional Therapy & Multisystemic Therapy

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

**Client Population/Number to be Served:** Youth at risk of out of home placement.

- Family functional Therapy will have a case load of 10-15 Children and their Families at any given time.
- Multisystemic Therapy will have a case load of 4-6 children and their families at any given time.

**SUMMARY STATEMENTS**

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

- Functional Family Therapy (FFT) is a family-based prevention and intervention program for high-risk youth that addresses complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive. The FFT clinical model concentrates on decreasing risk factors and on increasing protective factors that directly affect adolescents, with a particular emphasis on familial factors.
- Multisystemic Therapy (MST) is an intensive family- and community-based treatment that addresses the multiple determinants of serious antisocial behavior in at-risk youth. The multisystemic approach views individuals as being nested within a complex network of interconnected systems that encompass individual, family, and extra-familial (peer, school, neighborhood) factors. Intervention may be necessary in any one or a combination of these systems.

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

- Program target and outcomes:
  - families will increase their ability to resolve conflict
  - families will show improvement in effective communication skills

- families will increase their formal and/or informal support network
- youth will reduce occurrences of unexcused absences
- youth will reduce their use of drugs
- youth will reduce their use of alcohol
- youth will engage in pro-social activities
- program graduates will avoid out-of-home care within 12 months from graduating the program

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

- One (1) - Full-time Family Functional Therapist which requires a Master's degree and compliant with all required trainings to provide Functional Family Therapy.
- One (1) - Full-time Multisystemic Therapist which requires a Master's degree and compliant with all required trainings to provide Multi-Systemic Therapy.

**Total Funding Requested:** \$ 213,440.80

**Oneida County Dept. Funding Recommendation:** Account # A6070.49548

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

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

|                |         |              |
|----------------|---------|--------------|
| <b>Federal</b> | 38.39 % | \$ 81,939.92 |
| <b>State</b>   | 34.43 % | \$ 73,487.67 |
| <b>County</b>  | 27.18 % | \$ 58,013.21 |

**Cost Per Client Served:**

**Past performance Served:** This is the third year the Department has contracted with this provider for this service. The maximum cost for 2015 was \$ 213,440.80.

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

This program was submitted through the Request for proposal process and was the only agency that responded. As this is a very specialized service they are the only vendor in the area that is qualified to provide this service at this time.

**THIS IS AN AGREEMENT**, by and between the ONEIDA COUNTY, a municipal corporation in the State of New York, THROUGH ITS DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 PARK AVENUE, UTICA, NY 13501 and CAYUGA HOME FOR CHILDREN D/B/A CAYUGA CENTERS, a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law having its principal office at 101 HAMILTON AVENUE, AUBURN, NEW YORK 13021 (hereinafter called the Agency or Contractor).

**WITNESSETH:**

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

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

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

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

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

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

SECTION I DEFINITIONS

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

*Cayuga Home for Children d/b/a Cayuga Centers  
Family Functional Therapy & Multisystemic Therapy*

# 45401  
1/1/16-12/31/16

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

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

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

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

(4) Casework contacts is defined as:

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

(ii). Individual or group activities with the child and/or the child's parents that are planned



for the purposes of achieving such course of action as specified in the child and family's service plan.

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

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

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

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

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

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

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

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

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

(14). Housekeeper/chore services as defined in the Consolidated Services Plan of the State

Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

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

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

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

#### SECTION II TERM OF AGREEMENT

(18). The term of this Agreement shall be from JANUARY 1, 2016 through DECEMBER 31, 2016. The option to renew this Agreement under all current terms and conditions for one additional year not to exceed December 31, 2017 is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

#### SECTION III SCOPE OF SERVICES

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

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

(21). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive services, approving client eligibility in accordance with 18

NYCRR Section 423.3 and approving child service plans.

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

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

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

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

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

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

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

#### SECTION IV FAIR HEARINGS

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

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

#### SECTION V REIMBURSEMENT AND SERVICE FEES

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

#### SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

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

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

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

CAYUGA HOME FOR CHILDREN D/B/A CAYUGA CENTERS (FFT & MST PROGRAM,  
101 HAMILTON AVENUE, AUBURN, NEW YORK 13021:

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

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

#### SECTION VII BOOKS, RECORDS AND REPORTS

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

(36). All information contained in the CONTRACTOR'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

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

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

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

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

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

#### SECTION VIII ACCOUNTABILITY

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

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

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

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

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

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

#### SECTION IX COMPLIANCE WITH LAW

(48). The CONTRACTOR represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and

as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

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

#### SECTION X TERMINATION OF AGREEMENT

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

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

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

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

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

(55). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures, including but not limited to: account for and refund to the CONTRACTOR pursuant to this

AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

SECTION XI

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

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

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

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

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

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

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



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

\*\*\*\*\*

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

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

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Approved \_\_\_\_\_

Amanda Lynn Cortese, Special Assistant County Attorney

\*\*\*\*\*

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

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

\*\*\*\*\*

Date: 02-17-16

Agency: Cayuga Home for Children d/b/a Cayuga Centers

Authorized Signature: \_\_\_\_\_  
  
Edward Myers Hayes, President and Chief Executive Officer

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APPENDIX A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B  
PURCHASE of SERVICES SPECIFICATION for ONEIDA COUNTY.

Family Functional Therapy (FFT) & Multisystemic Therapy (MST)  
with  
Cayuga Home for Children d/b/a Cayuga Centers

**1. SERVICES**

- a. Contractor will provide Functional Family Therapy (FFT) and Multisystemic Therapy (MST) to children who are at risk of out-of-home placement. The Functional Family Therapist requires a Master's degree and compliant with all required trainings to provide Functional Family Therapy. FFT Therapist and will carry a case load of 10-15 children and their families at any given time with 24 hour availability. The Multisystemic Therapist requires a Master's degree and compliant with all required trainings to provide Multi-Systemic Therapy. MST Therapist will carry a case load of 4-6 children and their families at any given time with 24 hour availability. The Contractor is Nationally Licensed to provide both Functional Family Therapy and Multisystemic Therapy and will maintain such license throughout the duration of this agreement.
- b. Contractor has expertise and a thorough understanding of the Functional Family Therapy Model and the Multisystemic Therapy Model and a thorough understanding of the Social Services system and resources in the community. Both Family Functional Therapy and Multisystemic Therapy have been used as a means to facilitate permanency outcomes for youth at-risk of placement out of the home and reduce recidivism for youths involved in the child welfare system.
- c. Functional Family Therapy (FFT) is a family-based prevention and intervention program for high-risk youth that addresses complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive. The FFT clinical model concentrates on decreasing risk factors and on increasing protective factors that directly affect adolescents, with a particular emphasis on familial factors.
  - i. The program is for at-risk youth ages 11 to 18 and has been applied in a variety of multiethnic, multicultural contexts to treat a range of youth and their families. Targeted youth generally are at risk for delinquency, violence, substance use, and other behavioral problems.
  - ii. FFT can consist of 8 to 12 one-hour sessions up to 30 sessions of direct

service for families depending on the circumstances. Sessions are generally spread over a 3-month period and can be conducted as a home-based model. FFT integrates several elements (clinical theory, empirically supported principles, and clinical experience) into a comprehensive clinical model. The model has five specific phases: engagement, motivation, relational assessment, behavior change, and generalization.

- iii. In the *engagement phase*, therapists concentrate on establishing and maintaining a strengths-based relationship with clients. The goals of this phase are to enhance the perception that the FFT therapeutic process will be responsive and credible, and demonstrate to clients that therapists will listen to, help, and respect them.
  - iv. During the *motivational phase*, therapists concentrate on the relationship process between adolescents and their family. One goal of this phase is to create a motivational context, so that adolescents and their families will want to continue therapy and not drop out. In addition, therapists concentrate on decreasing the negativity often characteristic of high-risk youths and families, as well as hopelessness and low self-efficacy. During this phase, the idea is emphasized and reiterated that a positive experience in therapy can lead to a lasting change.
  - v. The *relational assessment* involves analyzing the relational processes of the family, in addition to creating treatment places for the behavior change and generalization phases. The emphasis shifts during this phase from an individual problem to a relational perspective. Therapists work on intra-family and extra-family capabilities, such as values, interaction patterns, sources of resistance, and resources.
  - vi. The *behavior change phase* aims to reduce and eliminate the problem behaviors and accompanying family relational patterns through individualized behavior change interventions (skill training in family communication, parenting, problem-solving, and conflict management). Therapists work to develop change in behavior, while remaining aware of family members' abilities and interpersonal needs.
  - vii. Finally, the goal of the *generalization phase* is to increase the family's capacity to adequately use community resources and to engage in relapse prevention. The emphases are on relationships between family members and multiple community systems.
- d. Multisystemic Therapy (MST) is an intensive family- and community-based treatment that addresses the multiple determinants of serious antisocial behavior

in at-risk youth. The multisystemic approach views individuals as being nested within a complex network of interconnected systems that encompass individual, family, and extra-familial (peer, school, neighborhood) factors. Intervention may be necessary in any one or a combination of these systems.i. MST typically targets chronic, violent, and/or substance abusing youth who are at high risk of requiring (or returning from) out-of-home placement.ii. MST addresses the multiple factors known to be related to delinquency across the key settings, or systems, within which youth are embedded. MST strives to promote behavior change in the youth's natural environment, using the strengths of each system (e.g., family, peers, school, neighborhood, indigenous support network) to facilitate change. iii. The major goal of MST is to empower parents with the skills and resources needed to independently address the difficulties that arise in raising teenagers and to empower youth to cope with family, peer, school, and neighborhood problems. Within a context of support and skill building, the therapist places developmentally appropriate demands on the adolescent and family for responsible behavior. Intervention strategies are integrated into a social ecological context and include strategic family therapy, structural family therapy, behavioral parent training, and cognitive behavior therapies.iv. MST is provided using a home-based model of services delivery. This model helps to overcome barriers to service access, increases family retention in treatment, allows for the provision of intensive services (i.e., therapists have low caseloads), and enhances the maintenance of treatment gains. The average duration of MST treatment is approximately 4 months.

- i. Evaluations of MST have demonstrated:
  1. reduced long-term rates of placement in youth,
  2. reduced rates of out-of-home placements for at-risk youth,
  3. extensive improvements in family functioning,
  4. decreased mental health problems for at-risk youth,
  5. favorable outcomes at cost savings in comparison with usual mental health and juvenile justice services.

e. The work activities of both programs will include but not be limited to:

- i. Contractor will provide (1) FFT Therapist and one (1) MST Therapist utilizing the Functional Family Therapy and Multisystemic Therapy Model, oversight of these two (2) Therapists will be provided by an FFT Supervisor and an MST Supervisor, respectively, Each position requires a Masters' Degree;
- ii. All referrals to this program must be made by Oneida County Department of Social Services. Upon receiving the appropriate referral from the Department of Social Services, the Contractor will follow the established procedures as agreed upon by both the Department and Contractor.



- iii. Contractor will make contact with youth and families within 24 hours upon receipt of referral and notify the referring worker when contact has been made.
  - iv. FFT & MST are provided using a home-based model where services are delivered in the natural environment, Therapist must observe the living situations of each family and report poor conditions to the Department.
  - v. Therapists will maintain the following documentation: intake paperwork, assessments of the youth and family, and weekly summaries after each visit with the family noting the progress, issues, and concerns.
  - vi. Upon completion of program staff completes a closing assessment with the youth and family similar to the intake assessment to evaluate effectiveness of program.
  - vii. Upon completion of program therapist follow up with families at 3 intervals first contact is at three (3) months, second contact at six (6) months and third contact at twelve (12) month after completion of program utilizing phone contacts.
  - viii. Contractor will provide trainings to the Department on a regular basis to assure program processes are clear and functioning effectively.
  - ix. Contractor will provide reporting and assessment forms acceptable to the Department of Social Services.
  - x. The Contractor will participate in the Committee on Appropriate Placement (CAP) meetings and other treatment meetings as requested by the Department of Social Services.
  - xi. Contractor will help to encourage all appropriate parties to be present for the case planning/service plan development sessions.
  - xii. Contractor will see all children and families both at home and community locations, i.e. school. Visits must include unannounced visits.
- f. Program target and outcomes:
- i. 80% of families will increase their ability to resolve conflict.
  - ii. 80% of families will show improvement in effective communication skills.
  - iii. 80% of families will increase their formal and/or informal support network.
  - iv. 75% of youth will reduce occurrences of unexcused absences.

- v. 75% of youth will reduce their use of drugs.
  - vi. 75% of youth will reduce their use of alcohol.
  - vii. 75% of youth will engage in pro-social activities.
  - viii. 60% of program graduates will avoid out-of-home care within 12 months from graduating the program.
- g. The Contractor will provide:
- i. Linkage to an integrated system of community-based diversion services.
  - ii. Promote the development of community-based services as an alternative to institutionalization.
  - iii. Reports to the Department as requested and as required by Federal, State or Local law, rule or regulation, monthly and a final statistical report of services provided by the Contractor under this program.
- h. Contractor staff will attend any and all training as required by the County of Oneida pursuant to Federal, State or Local law, rule, or regulation, or as necessary to evaluate Contractor's performance under this Agreement.
- i. The Agency will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Agency shall provide such reports to the Department on the current status and progress of each recipient of services at intervals required.
- j. All information contained in the Agency's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- k. The Contractor shall complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor agrees to maintain program staff for the duration of this agreement and complete a Contract Staff Vacancy Report upon any changes.

## **2. PERFORMANCE OF SERVICES**

- a. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the Department. Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and

Regulations impose specific requirements on performance of the same.

- b. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Department, and the Department shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the Department, in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.
- c. Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the Department or create obligations on the part of the Department without the prior written authorization of the Department.
- d. Contractor shall inform the Department within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. Contractor maintains the right to do so at any time, and Department maintains the right to contract with other individuals or entities to perform the same services.

### **3. INDEPENDENT CONTRACTOR STATUS**

- a. It is expressly agreed that the relationship of the Contractor to the Department shall be that of an Independent Contractor. The Contractor shall not be considered an employee of the Department for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department.
- b. Contractor warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of Contractor's income, or (2) that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and Department agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services

available to the public.

- c. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any Department employee benefits, including retirement membership credits.
- e. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The Department shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Contractor will indemnify and hold the Department harmless from all loss or liability incurred by the Department as a result of the Department not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the Department and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

#### 4. TERM OF AGREEMENT

- a. The term of this Agreement shall be from JANUARY 1, 2016 through DECEMBER 31, 2016. The option to renew this Agreement under all current terms and conditions for one additional year not to exceed December 31, 2017 is at the

sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

**5. REIMBURSEMENT**

- a. Total cost of services to be provided not to exceed \$ 213,440.80 per the attached budget.
- b. The Contractor will bill monthly on vouchers with Contract number and Name provided by the Department. The vouchers will have attached:
  - i. Statement of monthly expenditures by category/
  - ii. Staff wages by name.
  - iii. (2) copies of "Composite Billing for Preventive Services", with Case Number, Case Manager's name, and other data as required.
  - iv. (1) copy for each case of "Itemized Individual Billing for Preventive Services" with Case number Case Manager's name, and Case Comments.
  - v. Other data which shall be mutually agreed upon.

**6. EXPENSES**

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

**7. TRAINING**

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

**8. MISCELLANEOUS PROVISIONS**

- a. The Contractor agrees to prepare and provide the Department any and all monthly reports required by the county and State Governments.
- b. Financial and statistical records shall be subject at all reasonable times to inspection,

review or audit by authorized County, State and / or federal personnel. Agency financial records for the contracted program must be completed and available to the Department of Social services fiscal staff for review and Audit upon request.

- c. The contractor agrees, pursuant to law, that the equipment purchased under this contract is the property of the Department and shall revert to the Department upon any termination or failure to renew the contract.

**9. ADVICE OF COUNSEL**

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

Appendix B - Program Budget  
Cayuga Home for Children d/b/a Cayuga Centers  
Family Functional Therapy and Multisystemic Therapy  
January 1, 2016 – December 31, 2016

|                                 |                      |
|---------------------------------|----------------------|
| Salaries                        | \$ 123,440.00        |
| Fringe Benefits                 | \$ 39,500.80         |
| Personal Service Contracts      | \$ <u>21,000.00</u>  |
| <b>Total Personnel Services</b> | <b>\$ 183,940.80</b> |
| Supplies                        | \$ 1,000.00          |
| Travel/Conference               | \$ 9,792.00          |
| Miscellaneous:                  |                      |
| Telecommunications              | \$ 1,200.00          |
| Utilities                       | \$ 2,000.00          |
| Rent                            | \$ 7,200.00          |
| Repairs & Maintenance           | \$ 408.00            |
| Computer Expense                | \$ 1,800.00          |
| Internet                        | \$ 1,600.00          |
| Insurance                       | \$ 3,000.00          |
| Printer Copier                  | \$ <u>1,500.00</u>   |
| <b>Total General Operating</b>  | <b>\$ 29,500.00</b>  |
| <b>Total Expenses</b>           | <b>\$ 213,440.80</b> |

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

Personnel

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

Notices

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

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

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving



fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

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

#### GENERAL TERMS AND CONDITIONS

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

staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the

performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

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

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

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

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

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

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

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

religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

#### REPORTS AND DELIVERABLES

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

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

#### CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

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

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

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

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

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

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

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

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

#### PUBLICATIONS AND COPYRIGHTS

*Cayuga Home for Children d/b/a Cayuga Centers  
Family Functional Therapy & Multisystemic Therapy*

# 45401  
1/1/16-12/31/16

- 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

*Cayuga Home for Children d/b/a Cayuga Centers  
Family Functional Therapy & Multisystemic Therapy*

# 45401  
1/1/16-12/31/16



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

Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

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

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

#### CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any

other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

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

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

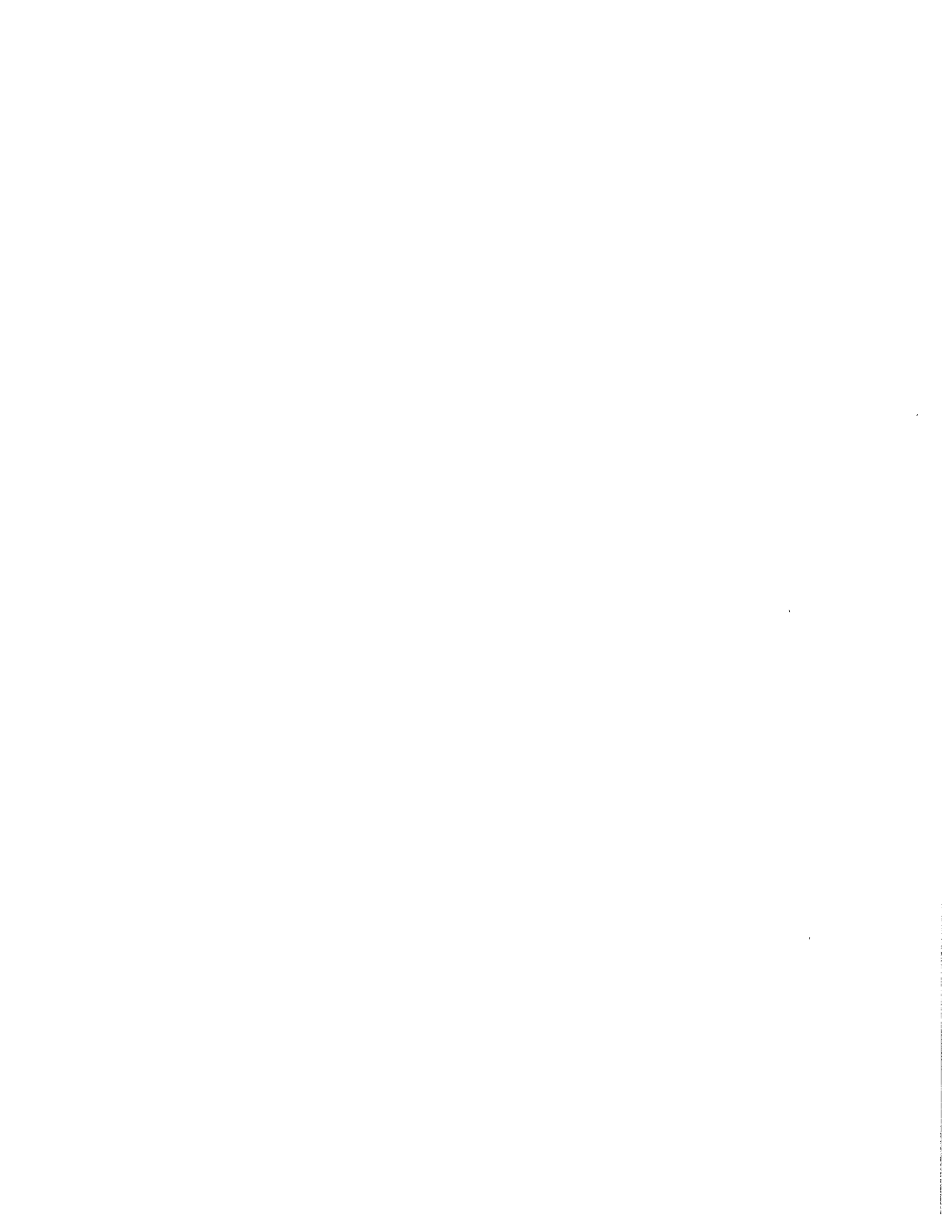
Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

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

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

#### FISCAL SANCTION

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



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

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

#### ADDITIONAL ASSURANCES

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

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

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

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

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

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

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

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.

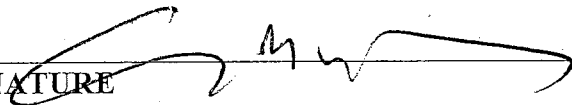
Cayuga Home for Children

NAME OF CONTRACTED AGENCY

Edward Myers Hayes, President & Chief Executive Officer

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



DATE

02-17-16



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Created 4-24-12

**ADDENDUM**

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

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

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

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

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

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

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

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

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

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

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

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

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

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

---

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

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

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

When applicable to the services provided pursuant to the Contract:

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

- 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
- 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

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

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

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

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

contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

#### **8. Wage and Hours Provisions.**

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

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

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

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

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



**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### **17. Audit**

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

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

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

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

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

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

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

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

**County of Oneida**

**Contractor**

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

By:  \_\_\_\_\_  
Edward Myers Hayes  
President & Chief Executive Officer

Approved

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner

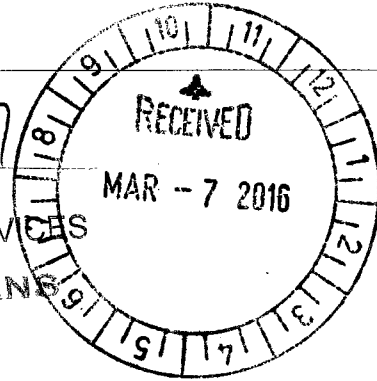


120 Airline Street  
Suite 200  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

November 03, 2015

FN 20 16 B7



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

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

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

The gross amount of this Agreement is **\$2,404,309.00** for year 2014; and **\$2,406,626.00** annually for both 2015 and 2016. This results in a three year total of **\$7,217,561.00**. The funding changes for this amendment results in an increase for each year 2015 and 2016 in the amount of **\$2,317.00**. The amount reflects **100%** OMH State Aid Funding for all years 2014-2016.

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

Respectfully,

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

REO/ms  
Encs.

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

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

Date 3/7/16

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** The Neighborhood Center, Inc.  
293 Genesee Street  
Utica, NY 13501

**Title of Activity or Service:** Emergency/Crisis Services  
Psychosocial Club - ARS  
Supportive Case Management  
Supportive Case Management Service Dollars  
Assisted Competitive Employment (ACE)  
Outreach  
Advocacy

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

**Client Population/Number to be Served:** Adults and Children with a serious and persistent mental illness.

**Summary Statements**

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

**a. Mobile Crisis Assessment Team (MCAT)**

Outreach and public education of services with community agencies, hospitals, and law enforcement. Transportation to Hutchings Psychiatric Center; and mandatory programs to ensure they maintain program eligible and avoid program sanctions.

**b. Psychosocial Club – Adult Recovery Services (ARS)**

Programs in both Utica and Rome to enhance independent living skills, increase wellness and understanding of mental illness, provide socialization, and peer-support for adults diagnosed with mental illness.

**c. Supportive Case Management (SCM)**

Services to adults who are 18 years of age and older that meet NYS OMH criteria for severe and persistent mental illness.

**d. SCM Service Dollars**

Supportive Case Management utilizes service dollars to assist the clients in developing and maintaining situations for living, working and socializing in the community.

**e. Assisted Competitive Employment (ACE)**

Job readiness training and needed supports to enter or re-enter the employment arena.

**f. Outreach**

Psychosocial club setting and outreach services to enhance independent living skills.

**g. Advocacy**

Short term services to assist in the transition from an inpatient psychiatric unit and brief support services for stabilization.

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

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

**3) Program Design and Staffing**

All services are licensed by the NYS Office of Mental Health (OMH), as applicable. Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR). All programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations.

**Total Funding Requested:** \$7,217,561.00

**Account #A4310.49526**

**Oneida County Dept. Funding Recommendation:** \$7,217,561.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$7,217,561.00

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

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

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

## **AMENDMENT**

**THIS AMENDMENT** made the third (3<sup>rd</sup>) day of November, 2015, by and between **County of Oneida**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), through its' Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **The Neighborhood Center, Inc.** having its principal office located at 293 Genesee Street, Utica, NY 13501 (hereinafter referred to as the "Provider").

### **WITNESSETH**

**WHEREAS**, the County and the Provider have entered into an agreement by which the Contractor is willing to provide services for the Mobile Crisis Assessment Team (MCAT), the Adult Recovery Services (ARS), the Supportive Case Management (SCM) Programs, and the Supportive Case Management Service (SCM) Dollars with a term beginning January 1, 2014 through December 31, 2016 (the "Original Agreement"); and

**WHEREAS**, the Original Agreement was thereafter amended to reflect a change in state funds in May 2015 (the "1<sup>st</sup> Amendment", #015017); and

**WHEREAS**, the parties are desirous of entering into a second Amendment to the Original Agreement in regards to the following provisions.

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

1. The Original Agreement (Contract #014082) and subsequent amendment (Contract #015017) shall be amended to include:
  - a. An increase in the funding for 2015-2016 respectively as follows;
    - i. Mobile Crisis Assessment Team (MCAT) in the amount of One Thousand Four Hundred Forty Dollars (\$1,440.00) for both 2015 and 2016 as a result of additional OMH state funding;
    - ii. Adult Recovery Services (ARS) in the amount of Eight Hundred Seventy Seven Dollars (\$877.00) for both 2015 and 2016 as a result of additional OMH state funding.
2. The above changes in funds will result in a new annual total for years 2015 and 2016, of Two Million Four Hundred Six Thousand Six Hundred Twenty Six Dollars and no cents (\$2,406,626.00). This will result in a three year funding total of Seven Million Two Hundred Seventeen Thousand Five Hundred Sixty-one Dollars and no cents (\$7,217,561.00). The payment schedule is available in Appendix A attached.
3. All other terms of the Original Agreement and the 1<sup>st</sup> Amendment remain in effect without change or alteration.

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

**County of Oneida**

**The Neighborhood Center, Inc.**

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

By: \_\_\_\_\_  
Sandra Soroka  
Executive Director

Approved as to Form only

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



**APPENDIX A  
CONTRACT BUDGET 2014 - 2016**

|                          |                       |
|--------------------------|-----------------------|
|                          | 2014                  |
| OMH                      | \$2,404,309.00        |
| Total State Aid          | \$2,404,309.00        |
| County Funds             | \$0.00                |
| <b>TOTAL<br/>FUNDING</b> | <b>\$2,404,309.00</b> |

|                                              |              | #<br>Payments | Total Amount          |
|----------------------------------------------|--------------|---------------|-----------------------|
| Monthly Voucher Amount<br>January - November | \$200,359.00 | 11            | <b>\$2,203,949.00</b> |
| Final Voucher Amount<br>December             | \$200,360.00 | 1             | <b>\$200,360.00</b>   |
|                                              |              |               | <b>\$2,404,309.00</b> |

|                          |                       |
|--------------------------|-----------------------|
|                          | 2015                  |
| OMH                      | \$2,406,626.00        |
| Total State Aid          | \$2,406,626.00        |
| County Funds             | \$0.00                |
| <b>TOTAL<br/>FUNDING</b> | <b>\$2,406,626.00</b> |

| <b>OMH</b>                                   |              | #<br>Payments | Total Amount          |
|----------------------------------------------|--------------|---------------|-----------------------|
| Monthly Voucher Amount<br>January - November | \$200,359.00 | 11            | <b>\$2,203,949.00</b> |
| Final Voucher Amount<br>December             | \$200,360.00 | 1             | <b>\$200,360.00</b>   |
| Supplemental COLA Voucher<br>Amount          | \$2,317.00   | 1             | <b>\$2,317.00</b>     |
|                                              |              |               | <b>\$2,406,626.00</b> |

|                        |                       |          |                       |
|------------------------|-----------------------|----------|-----------------------|
|                        | 2016                  |          |                       |
| OMH                    | \$2,406,626.00        |          |                       |
| Total State Aid        | \$2,406,626.00        |          |                       |
| County Funds           | \$0.00                |          |                       |
| <b>TOTAL FUNDING</b>   | <b>\$2,406,626.00</b> |          |                       |
| <b>OMH</b>             |                       | <b>#</b> | <b>Total Amount</b>   |
|                        |                       | Payments |                       |
| Monthly Voucher Amount |                       |          |                       |
| January - November     | \$200,552.00          | 11       | <b>\$2,206,072.00</b> |
| Final Voucher Amount   |                       |          |                       |
| December               | \$200,554.00          | 1        | <b>\$200,554.00</b>   |
|                        |                       |          | <b>\$2,406,626.00</b> |

**Total Funding Full Three Years:                   \$7,217,561.00**



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

120 Airline Street  
Suite 200  
Oriskany, New York 13424

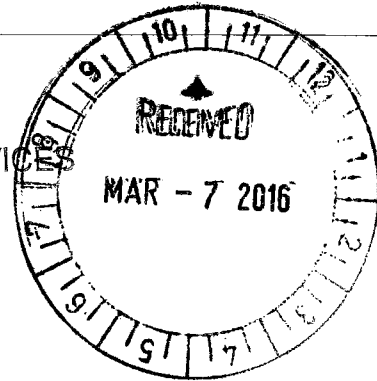
FN 20 16 - 138

November 03, 2015

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

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and **The Rescue Mission of Utica, N.Y.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$1,055,395.00** for year 2014; and **\$1,060,842.00** annually for both 2015 and 2016. This results in a three year total of **\$3,177,079.00**. The funding changes for this amendment results in an increase for both 2015 and 2016 in the amounts of **\$5,447.00**. The amount reflects **100%** OMH and OASAS State Aid Funding for all years 2014-2016.

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

Respectfully,

Robin E. O'Brien  
Commissioner

REO/ms  
Encs.

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

Anthony J. Picente, Jr.  
County Executive

Date 3/7/16

**Oneida Co. Department: Mental Health**

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** The Rescue Mission of Utica, New York  
212 Rutger Street  
Utica, NY 13501

**Title of Activity or Service:** Enriched Single Room Occupancy (ESRO)  
Addictions Crisis Center

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

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

**Summary Statements**

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

**a. Enriched Single Room Occupancy (ESRO) Program**

Program for adults with mental illness promotes individual recovery and functioning.

**b. Addictions Crisis Center (ACC)**

Provides linkage to services for persons with a dual diagnosis.

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

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

**3) Program Design and Staffing**

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

**Total Funding Requested:** \$3,177,079.00

**Account #A4310.49522**

**Oneida County Dept. Funding Recommendation:** \$3,177,079.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$3,177,079.00

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

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

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

## AMENDMENT

**THIS AMENDMENT** made the third (3<sup>rd</sup>) day of November, 2015, by and between **County of Oneida**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), through its' Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **The Rescue Mission of Utica, N.Y.** having its principal office located at 212 Rutger Street, Utica, NY 13501 (hereinafter referred to as the "Provider").

### WITNESSETH

**WHEREAS**, the County and the Provider have entered into an agreement by which the Contractor is willing to provide services for the Enriched Living Program, and the Addictions Crisis Center (ACC) Program with a term beginning January 1, 2014 through December 31, 2016 (the "Original Agreement"); and

**WHEREAS**, the Original Agreement was thereafter amended to reflect a decrease in state funds in May 2015 (the "1<sup>st</sup> Amendment", #015022); and

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

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

1. The Original Agreement (Contract #014243) and subsequent 1<sup>st</sup> Amendment (Contract #015022) shall be amended to include:
  - a. An increase in the funding for 2015-2016 respectively as follows;
    - i. Addictions Crisis Center in the amount of Five Thousand Four Hundred Forty Seven Dollars (\$5,447.00) for both 2015 and 2016 as a result of additional OASAS state funding.
2. The above changes in funds will result in a new annual funding total for years, 2015 and 2016 of One Million Sixty Thousand Eight Hundred Forty Two Dollars and no cents (\$1,060,842.00). This will result in a three year funding total of Three Million One Hundred Seventy Seven Thousand Seventy Nine Dollars and no cents (\$3,177,079.00). The payment schedule is available in Appendix A attached.
3. All other terms of the Original Agreement and the 1<sup>st</sup> Amendment remain in effect without change or alteration.

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

**County of Oneida**

**The Rescue Mission of Utica, N.Y.**

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

By: \_\_\_\_\_  
James Haid  
Executive Director

Approved as to Form only

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

**APPENDIX A  
CONTRACT BUDGET 2014 - 2016**

|                      |                       |
|----------------------|-----------------------|
|                      | 2014                  |
| OMH                  | \$334,870.00          |
| OASAS                | \$720,525.00          |
| Total State Aid      | \$1,055,395.00        |
| County Funds         | \$0.00                |
| <b>TOTAL FUNDING</b> | <b>\$1,055,395.00</b> |

|                        |             | #<br>Payments | Total Amount          |
|------------------------|-------------|---------------|-----------------------|
| Monthly Voucher Amount |             |               |                       |
| January - November     | \$87,950.00 | 11            | <b>\$967,450.00</b>   |
| Final Voucher Amount   |             |               |                       |
| December               | \$87,945.00 | 1             | <b>\$87,945.00</b>    |
|                        |             |               | <b>\$1,055,395.00</b> |

|                      |                       |
|----------------------|-----------------------|
|                      | 2015                  |
| OMH                  | \$334,870.00          |
| OASAS                | \$725,972.00          |
| Total State Aid      | \$1,060,842.00        |
| County Funds         | \$0.00                |
| <b>TOTAL FUNDING</b> | <b>\$1,060,842.00</b> |

|                                  |             | #<br>Payments | Total Amount        |
|----------------------------------|-------------|---------------|---------------------|
| <b>OMH</b>                       |             |               |                     |
| Monthly Voucher Amount           |             |               |                     |
| January - November               | \$27,905.00 | 11            | <b>\$306,955.00</b> |
| Final Voucher Amount             |             |               |                     |
| December                         | \$27,915.00 | 1             | <b>\$27,915.00</b>  |
| Supplemental COLA Voucher Amount | \$0.00      | 1             | <b>\$0.00</b>       |
|                                  |             |               | <b>\$334,870.00</b> |

|                                  |             | #<br>Payments | Total Amount        |
|----------------------------------|-------------|---------------|---------------------|
| <b>OASAS</b>                     |             |               |                     |
| Monthly Voucher Amount           |             |               |                     |
| January - November               | \$60,045.00 | 11            | <b>\$660,495.00</b> |
| Final Voucher Amount             |             |               |                     |
| December                         | \$60,030.00 | 1             | <b>\$60,030.00</b>  |
| Supplemental COLA Voucher Amount | \$5,447.00  | 1             | <b>\$5,447.00</b>   |
|                                  |             |               | <b>\$725,972.00</b> |

|                        |             | 2016                  |                     |
|------------------------|-------------|-----------------------|---------------------|
| OMH                    |             | \$334,870.00          |                     |
| OASAS                  |             | \$725,972.00          |                     |
| Total State Aid        |             | \$1,060,842.00        |                     |
| County Funds           |             | \$0.00                |                     |
| <b>TOTAL FUNDING</b>   |             | <b>\$1,060,842.00</b> |                     |
|                        |             |                       |                     |
|                        |             | #                     |                     |
| <b>OMH</b>             |             | Payments              | Total Amount        |
| Monthly Voucher Amount |             |                       |                     |
| January - November     | \$27,905.00 | 11                    | <b>\$306,955.00</b> |
| Final Voucher Amount   |             |                       |                     |
| December               | \$27,915.00 | 1                     | <b>\$27,915.00</b>  |
|                        |             |                       | <b>\$334,870.00</b> |
|                        |             |                       |                     |
|                        |             | #                     |                     |
| <b>OASAS</b>           |             | Payments              | Total Amount        |
| Monthly Voucher Amount |             |                       |                     |
| January - November     | \$60,497.00 | 11                    | <b>\$665,467.00</b> |
| Final Voucher Amount   |             |                       |                     |
| December               | \$60,505.00 | 1                     | <b>\$60,505.00</b>  |
|                        |             |                       | <b>\$725,972.00</b> |

**Total Funding Full Three  
Years: \$3,177,079.00**





Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



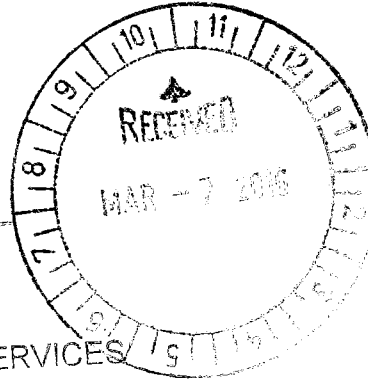
120 Airline Street  
Suite 200  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

November 03, 2015

FN 20

16-139



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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding six (6) copies of the 2nd Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and **Insight House Chemical Dependency Services, Inc.** for your review and signature. If you approve of these changes, please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$1,543,283.00** for year 2014; **\$1,590,742.00** for both 2015 and 2016. This results in a three year total of **\$4,724,767.00**. The funding changes for this amendment results in an increase for 2015 and 2016 in the amount of **\$47,459.00** for each year. The amount reflects a three year amount of **\$4,616,767.00** in OASAS State Aid Funding; and a three year County amount of **\$108,000.00**.

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

Respectfully,

Robin E. O'Brien  
Commissioner

REO/ms  
Encs.

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

Anthony J. Picente, Jr.  
County Executive

Date: 3/7/16

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

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

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

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

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

**Summary Statements**

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

a. **Outpatient Substance Abuse Treatment Clinic:** Evaluation/assessment services, referral, individual, family and group counseling, and discharge aftercare planning.

b. **Chemical Dependence Intensive Residential Treatment:** 48 bed intensive level of care within this controlled therapeutic environment. Additional skill training is provided in the following areas: vocational and educational, life, parenting, community living, personal hygiene/care, socialization and leisure activities.

c. **Substance Abuse School Based Prevention Services:** Prevention Outreach and to plan community prevention education.

**2) Program/Service Objectives and Outcomes:** The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

**3) Program Design and Staffing:**

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

**Total Funding Requested:** \$4,724,767.00

**Account #A4310.49515**

**Oneida County Dept. Funding Recommendation:** \$4,724,767.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$4,616,767.00; County \$108,000.00

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

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

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

## AMENDMENT

**THIS AMENDMENT** made the third (3<sup>rd</sup>) day of November, 2015, by and between **County of Oneida**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), through its' Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **Insight House Chemical Dependency Services, Inc.** having its principal office located at 500 Whitesboro Street, Utica, NY 13502 (hereinafter referred to as the "Provider").

### WITNESSETH

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

**WHEREAS**, the Original Agreement was thereafter amended to reflect a change in state funds in May 2015 (the "1<sup>st</sup> Amendment", #015015); and

**WHEREAS**, the parties are desirous of entering into a second Amendment to the Original Agreement in regards to the following provisions,

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

1. The Original Agreement (Contract #014128) and the 1<sup>st</sup> Amendment (Contract #015015) shall be amended to include:
  - a. An increase in the funding for 2015-2016 respectively as follows;
    - i. Outpatient Treatment in the amount of Five Thousand Two Hundred Forty Nine Dollars (\$5,249.00) for both 2015 and 2016 as a result of additional OASAS state funding;
    - ii. Residential Treatment in the amount of Forty Two Thousand Two Hundred Ten Dollars (\$42,210.00) for both 2015 and 2016 as a result of additional OASAS state funding.
2. The above changes in funds will result in a new total for years 2015 and 2016 of One Million Five Hundred Ninety Thousand Seven Hundred Forty Two Dollars and no cents (\$1,590,742.00) for each of those years. This will result in a three year funding total of Four Million Seven Hundred Twenty Four Thousand Seven Hundred Sixty Seven Dollars and no cents (\$4,724,767.00). The payment schedule is available in Appendix A attached.
3. All other terms of the Original Agreement and the 1<sup>st</sup> Amendment remain in effect without change or alteration.

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

**County of Oneida County**

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

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

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

Approved as to Form only

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

**APPENDIX A  
CONTRACT BUDGET 2014 - 2016**

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

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

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

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

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

| 2016                   |                       |          |                       |
|------------------------|-----------------------|----------|-----------------------|
| OASAS                  | \$1,554,742.00        |          |                       |
| Total State Aid        | \$1,554,742.00        |          |                       |
| County Funds           | \$36,000.00           |          |                       |
| <b>TOTAL FUNDING</b>   | <b>\$1,590,742.00</b> |          |                       |
| <b>OMH</b>             |                       |          |                       |
|                        |                       | #        | Total Amount          |
| Monthly Voucher Amount |                       | Payments |                       |
| January - November     | \$129,561.00          | 11       | <b>\$1,425,171.00</b> |
| Final Voucher Amount   |                       |          |                       |
| December               | \$129,571.00          | 1        | <b>\$129,571.00</b>   |
|                        |                       |          | <b>\$1,554,742.00</b> |
| <b>County</b>          |                       |          |                       |
|                        |                       | #        | Total Amount          |
| Monthly Voucher Amount |                       | Payments |                       |
| January - December     | \$3,000.00            | 12       | <b>\$36,000.00</b>    |
|                        |                       |          | <b>\$36,000.00</b>    |

**Total Funding Full Three Years:** **\$4,724,767.00**  
**State:** **\$4,616,767.00**  
**County:** **\$108,000.00**



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

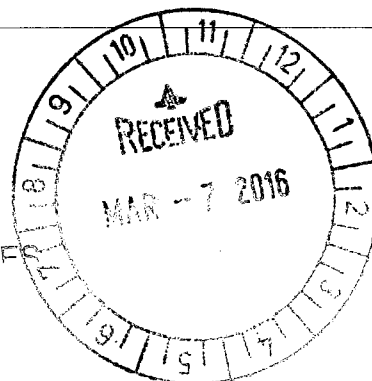
Website: www.ocgov.net

Email: mentalhealth@ocgov.net

120 Airline Street  
Suite 200  
Oriskany, New York 13424

November 03, 2015

FN 20 16-140



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

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and The ARC Oneida-Lewis Chapter, NYSARC, Inc. for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is \$390,321.00 for year 2014; and \$296,607.00 for both 2015 and 2016. This results in a three year total of \$983,535.00. The funding changes for this amendment results in a decrease for both 2015 and 2016 in the amount of \$93,714.00. The amount reflects 100% OMH and OPWDD State Aid Funding for 2014; and 100% OMH State Aid Funding for years 2015 and 2016.

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

Respectfully,

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

REO/ms  
Encs.

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

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

Date 3/5/16

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** NYSARC, Inc.  
245 Genesee Street  
Utica, NY 13501

**Title of Activity or Service:** Assisted Competitive Employment (ACE)  
Ongoing Integrated Supported Employment (OISE)

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

**Client Population/Number to be Served:** Adults with a serious and persistent mental illness.

**Summary Statements**

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

**a. Assisted Competitive Employment (ACE)**

Provides intake/assessment, individualized job development, job shadowing, community internships, benefits counseling, transportation, and life skills advocacy.

**b. Ongoing Integrated Supported Employment (OISE)**

Direct placement into community based employment accompanied by needed support and follow along services.

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

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

**3) Program Design and Staffing**

All services are licensed by the NYS Office of Mental Health (OMH), as applicable. Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR). All programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations.

**Total Funding Requested:** \$983,535.00

**Account #A4310.49516**

**Oneida County Dept. Funding Recommendation:** \$983,535.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$983,535.00

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



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

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

## AMENDMENT

**THIS AMENDMENT** made the third (3<sup>rd</sup>) day of November, 2015, by and between **County of Oneida**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), through its' Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **NYSARC, Inc.**, The ARC Oneida-Lewis Chapter, having its principal office located at 245 Genesee Street, Utica, NY 13501 (hereinafter referred to as the "Provider").

### WITNESSETH

**WHEREAS**, the County and the Provider have entered into an agreement by which the Contractor is willing to provide services for Assisted Competitive Employment (ACE), and Ongoing Integrated Supported Employment (OISE) Services with a term beginning January 1, 2014 through December 31, 2016 (the "Original Agreement"), and

**WHEREAS**, the Original Agreement was thereafter amended to reflect a change in state funds in May 2015 (the "1<sup>st</sup> Amendment", #015013); and

**WHEREAS**, the parties are desirous of entering into a second Amendment to the Original Agreement regarding the following provisions,

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

1. The Original Agreement (Contract #014084; and subsequent amendment #015013) shall be amended to include:
  - a. An increase in the funding for 2015-2016 respectively as follows;
    - i. Assisted Competitive Employment (ACE) in the amount of Eight Hundred Sixty Four Dollars (\$864.00) for both 2015 and 2016 as a result of additional OMH state funding;
    - ii. Ongoing Integrated Supported Employment (OISE) in the amount of Two Thousand Five Hundred Fifty Seven Dollars (\$2,557.00) for both 2015 and 2016 as a result of additional OMH state funding.
  - b. An elimination in the funding for 2015-2016 respectively as follows;
    - i. Vocational Rehabilitation Training in the amount of Seventy Eight Thousand Nine Hundred Forty Nine Dollars (\$78,949.00) as a result of OPWDD state funding converting to direct pay;
    - ii. Transportation in the amount of Eighteen Thousand One Hundred Eighty Six Dollars (\$18,186.00) as a result of OPWDD state funding converting to direct pay.
2. The above changes in funds will result in a new total for years 2015 and 2016 of Two Hundred Ninety Six Thousand Six Hundred Seven Dollars and no cents (\$296,607.00). This will result in a three year funding total of Nine Hundred Eighty Three Thousand Five Hundred Thirty Five Dollars and no cents (\$983,535.00). The payment schedule is available in Appendix A attached.

3. All other terms of the Original Agreement and the 1<sup>st</sup> Amendment remain in effect without change or alteration.

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

**County of Oneida**

**The ARC Oneida-Lewis Chapter,  
NYSARC, Inc.**

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

By: \_\_\_\_\_  
Karen Korotzer  
Executive Director

Approved as to Form only

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

**APPENDIX A  
CONTRACT BUDGET 2014 - 2016**

|                      |                     |
|----------------------|---------------------|
|                      | 2014                |
| OMH                  | \$293,186.00        |
| OPWDD                | \$97,135.00         |
| Total State Aid      | \$390,321.00        |
| County Funds         | \$0.00              |
| <b>TOTAL FUNDING</b> | <b>\$390,321.00</b> |

|                        |             | #        | Total               |
|------------------------|-------------|----------|---------------------|
|                        |             | Payments | Amount              |
| Monthly Voucher Amount |             |          |                     |
| January - November     | \$32,357.00 | 11       | <b>\$355,927.00</b> |
| Final Voucher Amount   |             |          |                     |
| December               | \$34,394.00 | 1        | <b>\$34,394.00</b>  |
|                        |             |          | <b>\$390,321.00</b> |

|                      |                     |
|----------------------|---------------------|
|                      | 2015                |
| OMH                  | \$296,607.00        |
| OPWDD                | \$0.00              |
| Total State Aid      | \$296,607.00        |
| County Funds         | \$0.00              |
| <b>TOTAL FUNDING</b> | <b>\$296,607.00</b> |

|                           |             | #        | Total               |
|---------------------------|-------------|----------|---------------------|
| <b>OMH</b>                |             | Payments | Amount              |
| Monthly Voucher Amount    |             |          |                     |
| January - November        | \$24,263.00 | 11       | <b>\$266,893.00</b> |
| Final Voucher Amount      |             |          |                     |
| December                  | \$26,293.00 | 1        | <b>\$26,293.00</b>  |
| Supplemental COLA Voucher |             |          |                     |
| Amount                    | \$3,421.00  | 1        | <b>\$3,421.00</b>   |
|                           |             |          | <b>\$296,607.00</b> |

|                        |                     |          |                     |
|------------------------|---------------------|----------|---------------------|
|                        | 2016                |          |                     |
| OMH                    | \$296,607.00        |          |                     |
| OPWDD                  | \$0.00              |          |                     |
| Total State Aid        | \$296,607.00        |          |                     |
| County Funds           | \$0.00              |          |                     |
| <b>TOTAL FUNDING</b>   | <b>\$296,607.00</b> |          |                     |
|                        |                     | #        | Total               |
| <b>OMH</b>             |                     | Payments | Amount              |
| Monthly Voucher Amount |                     |          |                     |
| January - November     | \$24,717.00         | 11       | <b>\$271,887.00</b> |
| Final Voucher Amount   |                     |          |                     |
| December               | \$24,720.00         | 1        | <b>\$24,720.00</b>  |
|                        |                     |          | <b>\$296,607.00</b> |

**Total Funding Full Three Years: \$983,535.00**



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

Website: www.ocgov.net

Email: mentalhealth@ocgov.net

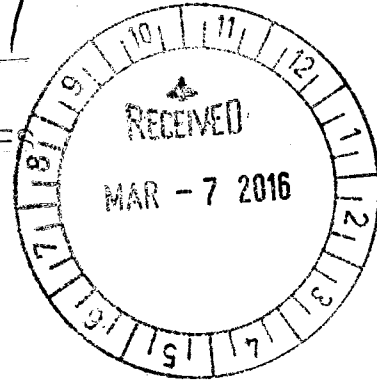
120 Airline Street  
Suite 200  
Oriskany, New York 13424

November 03, 2015

FN 20 16-141

HEALTH & HUMAN SERVICES

WAYS & MEANS



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

Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and **Catholic Charities of the Roman Catholic Diocese of Syracuse, NY** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$1,220,641.00** for year 2014; **\$1,294,050.00** for year 2015; and **\$1,305,712.00** for year 2016. This results in a three year total of **\$3,820,403.00**. The funding changes for this amendment results in an increase for 2015 in the amount of **\$73,409.00** and an increase for 2016 in the amount of **\$85,071.00**. The amount reflects **100% OMH and OASAS State Aid Funding** for all years 2014-2016.

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

Respectfully,

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

REO/ms  
Encs.

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

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

Date 3/7/16

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Catholic Charities of the Roman Diocese of Syracuse, NY  
1408 Genesee Street  
Utica, NY 13502

**Title of Activity or Service:** Social Recreation/Psychosocial Club, Transportation &  
Various Residential Services:

**Proposed Dates of Operation:** January 1, 2014 through December 31, 2016 (contract  
amendment to reflect changes in State funding)

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

**Summary Statements**

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

**a. Psychosocial Club**

Social Recreation is provided via a psychosocial club format primarily on evenings and weekends.

**b. Transportation:** The Transportation Program provides services to individuals meeting OMH criteria for serious and persistent mental illness to attend a variety of local mental health programs.

**c. Residential OMH Supported Housing:** This includes Regular Supported Housing and Long Stay Supported Housing. The primary goal of the Supported Housing Program is to enhance the quality of life for seriously and persistently mentally ill adults ages 18 and over, who find themselves homeless, at risk of becoming homeless or in a substandard housing environment.

**d. Residential OMH Services: Men's Halfway House; Women's House**

The program is an OASAS Certified Chemical Dependency Community Residence for both men and woman. The program is designed to assist residents in expanding competencies required for successful independent living and continued recovery.

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

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

**3) Program Design and Staffing**

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB). Additionally, the NYS Office of Alcoholism and Substance Abuse Services (OASAS) certify the Chemical Dependency Community Residence programs.

**Total Funding Requested: \$3,820,403.00**

**Account #A4310.49523**

**Oneida County Dept. Funding Recommendation: \$3,820,403.00**

**Proposed Funding Sources (Federal \$/ State \$/County \$): State \$3,820,403.00**

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

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

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



## AMENDMENT

**THIS AMENDMENT** made the third (3<sup>rd</sup>) day of November, 2015, by and between **County of Oneida**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the “County”), through its’ Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **Catholic Charities of the Roman Catholic Diocese of Syracuse, NY** having offices located at 1408 Genesee Street, Utica, NY 13502 (hereinafter referred to as the “Provider”).

### WITNESSETH

**WHEREAS**, the County and the Provider have entered into an agreement by which the Contractor is willing to provide services for the Psychosocial Club, the Transportation Program, the Supported Housing Programs, and the Community Residential Services with a term beginning January 1, 2014 through December 31, 2016 (the “Original Agreement”), and

**WHEREAS**, the parties desire to enter into an Amendment to the Original Agreement in regards to the following provisions,

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

1. The Original Agreement (Contract #014094) shall be amended to include:
  - a. An increase in the funding for 2015-2016 respectively as follows:
    - i. Psychosocial Club in the amount of Two Thousand One Hundred Seventy Two Dollars (\$2,172.00) for both 2015 and 2016 as a result of additional OMH state funding;
    - ii. Transportation Program in the amount of Three Thousand Four Hundred Sixty Six Dollars (\$3,466.00) for both 2015 and 2016 as a result of additional OMH state funding;
    - iii. Supported Housing Rental Assistance in the amount of Nine Thousand Two Hundred Forty Five Dollars (\$9,245.00) for 2015 as a result of the addition of two new OMH beds and Twenty Four Thousand Seven Hundred Seven Dollars (\$24,707.00) for 2016 as a result of the addition of four new OMH beds (2 in 2015 and 2 more in 2016);
    - iv. Supported Housing Community Services in the amount of Seven Thousand Five Hundred Forty Eight Dollars (\$7,548.00) for both 2015 and 2016 as a result of additional OMH state funding;
    - v. Men’s Residential Housing in the amount of Thirty Three Thousand Two Hundred Eighteen Dollars (\$33,218.00) for 2015 as a result of additional OASAS state funding and a one-time only grant; and Twenty Nine Thousand Four Hundred Eighteen Dollars (\$29,418.00) for 2016 as a result of additional OASAS state funding;
    - vi. Women’s Residential Housing in the amount of Seventeen Thousand Seven Hundred Sixty Dollars (\$17,760.00) for both 2015 and 2016 as a result of additional OASAS state funding.

2. The above changes in funds will result in a new total of One Million Two Hundred Ninety Four Thousand Fifty Dollars and no cents (\$1,294,050.00) for 2015; and One Million Three Hundred Five Thousand Seven Hundred Twelve Dollars and no cents (\$1,305,712.00) for 2016. This will result in a three year funding total of Three Million Eight Hundred Twenty Thousand Four Hundred Three Dollars and no cents (\$3,820,403.00). The payment schedule is available in Appendix A attached.
3. All other terms of the Original Agreement not specifically amended herein remain in effect without change or alteration.

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

**County of Oneida**

**Catholic Charities of the Roman Catholic Diocese of  
Syracuse, NY**

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

By: \_\_\_\_\_  
Denise Cavanaugh  
Executive Director

Approved

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

**APPENDIX A  
CONTRACT BUDGET 2014 - 2016**

|                          |                       |
|--------------------------|-----------------------|
|                          | 2014                  |
| OMH                      | \$747,563.00          |
| OASAS                    | \$473,078.00          |
| Total State Aid          | \$1,220,641.00        |
| County Funds             | \$0.00                |
| <b>TOTAL<br/>FUNDING</b> | <b>\$1,220,641.00</b> |

|                        |              | #        |                       |
|------------------------|--------------|----------|-----------------------|
|                        |              | Payments | Total Amount          |
| Monthly Voucher Amount |              |          |                       |
| January - November     | \$101,720.00 | 11       | <b>\$1,118,920.00</b> |
| Final Voucher Amount   |              |          |                       |
| December               | \$101,721.00 | 1        | <b>\$101,721.00</b>   |
|                        |              |          | <b>\$1,220,641.00</b> |

|                          |                       |
|--------------------------|-----------------------|
|                          | 2015                  |
| OMH                      | \$769,994.00          |
| OASAS                    | \$524,056.00          |
| Total State Aid          | \$1,294,050.00        |
| County Funds             | \$0.00                |
| <b>TOTAL<br/>FUNDING</b> | <b>\$1,294,050.00</b> |

|                           |             | #        |                     |
|---------------------------|-------------|----------|---------------------|
| <b>OMH</b>                |             | Payments | Total Amount        |
| Monthly Voucher Amount    |             |          |                     |
| January - November        | \$62,296.00 | 11       | <b>\$685,256.00</b> |
| Final Voucher Amount      |             |          |                     |
| December                  | \$62,307.00 | 1        | <b>\$62,307.00</b>  |
| Supplemental COLA Voucher |             |          |                     |
| Amount                    | \$22,431.00 | 1        | <b>\$22,431.00</b>  |
|                           |             |          | <b>\$769,994.00</b> |

|                           |             | #        |                     |
|---------------------------|-------------|----------|---------------------|
| <b>OASAS</b>              |             | Payments | Total Amount        |
| Monthly Voucher Amount    |             |          |                     |
| January - November        | \$39,423.00 | 11       | <b>\$433,653.00</b> |
| Final Voucher Amount      |             |          |                     |
| December                  | \$39,425.00 | 1        | <b>\$39,425.00</b>  |
| Supplemental COLA Voucher |             |          |                     |
| Amount                    | \$50,978.00 | 1        | <b>\$50,978.00</b>  |
|                           |             |          | <b>\$524,056.00</b> |

|                        |                       |          |                     |
|------------------------|-----------------------|----------|---------------------|
|                        | 2016                  |          |                     |
| OMH                    | \$785,456.00          |          |                     |
| OASAS                  | \$520,256.00          |          |                     |
| Total State Aid        | \$1,305,712.00        |          |                     |
| County Funds           | \$0.00                |          |                     |
| <b>TOTAL FUNDING</b>   | <b>\$1,305,712.00</b> |          |                     |
|                        |                       | #        |                     |
| <b>OMH</b>             |                       | Payments | Total Amount        |
| Monthly Voucher Amount |                       |          |                     |
| January - November     | \$65,454.00           | 11       | <b>\$719,994.00</b> |
| Final Voucher Amount   |                       |          |                     |
| December               | \$65,462.00           | 1        | <b>\$65,462.00</b>  |
|                        |                       |          | <b>\$785,456.00</b> |
|                        |                       | #        |                     |
| <b>OASAS</b>           |                       | Payments | Total Amount        |
| Monthly Voucher Amount |                       |          |                     |
| January - November     | \$43,354.00           | 11       | <b>\$476,894.00</b> |
| Final Voucher Amount   |                       |          |                     |
| December               | \$43,362.00           | 1        | <b>\$43,362.00</b>  |
|                        |                       |          | <b>\$520,256.00</b> |

**Total Funding Full Three  
Years: \$3,820,403.00**



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street  
Suite 200  
Oriskany, New York 13424

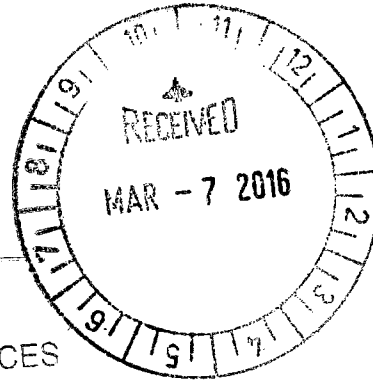
Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

November 03, 2015

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

FN-20

16 142



HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

I am forwarding six (6) copies of the Amendment to the 2014-2016 Purchase of Services Agreement between the Oneida County Department of Mental Health and **Resource Center for Independent Living Inc.** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The gross amount of this Agreement is **\$404,837.00** for year 2014; and **\$407,182.00** for both 2015 and 2016. This results in a three year total of **\$1,219,201.00**. The funding changes for this amendment results in an increase for each year 2015 and 2016 in the amount of **\$2,345.00**. The amount reflects **100% OMH State Aid Funding** for all years 2014-2016.

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

Respectfully,

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

REO/ms  
Encs.

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

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

Date 3/9/16

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

Resource Center for Independent Living, Inc.  
409 Columbia Street  
Utica, NY 13502

**Title of Activity or Service:**

Service Dollars Intensive Case Management Services (ICM)  
Children & Youth Intensive Case Management  
Intensive Case Management Emergency & Non-Emergency Services  
Assisted Competitive Employment (ACE)  
Ongoing Integrated Supported Employment (OISE)

**Proposed Dates of Operation:**

January 1, 2014 through December 31, 2016

**Client Population/Number to be Served:** Adults with a serious and persistent mental illness.

**Summary Statements**

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

**a. ICM Management Services/Health Home Management**

Services include: bookkeeping, check processing, audit and evaluation.

**b. ICM Children & Youth Services**

The program links the consumer to service systems, various services and offer continued care and support. Services may include linking, monitoring, and case-specific advocacy.

**c. ICM and Health Home Emergency/Non-Emergency Services**

Emergency dollars designated to meet the basic needs of the consumer.

**d. Ongoing Integrated Supported Employment (OISE)**

The program services include short term job coaching, employer consultation and other relevant supports needed to assist an individual in maintaining a job placement.

**e. Assisted Competitive Employment (ACE)**

Long term supports in all areas of life to allow the consumer to be successful in employment.

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

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

**3) Program Design and Staffing**

All services are licensed by the NYS Office of Mental Health (OMH), as applicable. Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR). All programs meet the appropriate staffing models developed

and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations.

**Total Funding Requested:** \$1,219,201.00

**Account #A4310.49525**

**Oneida County Dept. Funding Recommendation:** \$1,219,201.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$1,219,201.00

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

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

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

## AMENDMENT

**THIS AMENDMENT** made the third (3<sup>rd</sup>) day of November, 2015, by and between **County of Oneida**, a New York municipal corporation, with offices at 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), through its' Mental Health Department with offices located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and **Resource Center for Independent Living, Inc.** having its principal office located at 409 Columbia Street, Utica, NY 13502 (hereinafter referred to as the "Provider").

### WITNESSETH

**WHEREAS**, the County and the Provider have entered into an agreement by which the Contractor is willing to provide services for the Intensive Case (ICM)/Health Home Management Services, the Children/Youth Intensive Case Management (ICM) Services, Ongoing Integrated Supported Employment (OISE), and Assisted Competitive Employment (ACE) with a term beginning January 1, 2014 through December 31, 2016 (the "Original Agreement"), and

**WHEREAS**, the Original Agreement was thereafter amended to reflect a change in state funds in May 2015 (the "1<sup>st</sup> Amendment", #015016); and

**WHEREAS**, the parties are desirous of entering into a second Amendment to the Original Agreement in regards to the following provisions,

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

1. The Original Agreement (Contract #014244) and subsequent amendment (Contract #015016) shall be amended to include:
  - a. An increase in the funding for 2015-2016 respectively as follows;
    - i. Ongoing Integrated Supported Employment (OISE) in the amount of One Thousand Two Hundred Twenty Three Dollars (\$1,223.00) for both 2015 and 2016 as a result of additional OMH state funding;
    - ii. Assisted Competitive Employment (ACE) in the amount of One Thousand One Hundred Twenty Two Dollars (\$1,122.00) for both 2015 and 2016 as a result of additional OMH state funding.
2. The above changes in funds will result in a new total for years 2015 and 2016 of Four Hundred Seven Thousand One Hundred Eighty Two Dollars and no cents (\$407,182.00). This will result in a three year funding total of One Million Two Hundred Nineteen Thousand Two Hundred One Dollars and no cents (\$1,219,201.00). The payment schedule is available in Appendix A attached.
3. All other terms of the Original Agreement and the 1<sup>st</sup> Amendment remain in effect without change or alteration.



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

**County of Oneida**

**Resource Center for Independent Living, Inc.**

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

By: \_\_\_\_\_  
Zvia McCormick  
Executive Director

Approved as to Form only

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

**APPENDIX A  
CONTRACT BUDGET 2014 - 2016**

|                        |                     | 2014                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |       |          |        |                        |  |                    |             |                      |  |          |             |  |                     |
|------------------------|---------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-------|----------|--------|------------------------|--|--------------------|-------------|----------------------|--|----------|-------------|--|---------------------|
| OMH                    |                     | \$404,837.00        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |       |          |        |                        |  |                    |             |                      |  |          |             |  |                     |
| Total State Aid        |                     | \$404,837.00        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |       |          |        |                        |  |                    |             |                      |  |          |             |  |                     |
| County Funds           |                     | \$0.00              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |       |          |        |                        |  |                    |             |                      |  |          |             |  |                     |
| <b>TOTAL FUNDING</b>   |                     | <b>\$404,837.00</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |       |          |        |                        |  |                    |             |                      |  |          |             |  |                     |
|                        |                     |                     | <table border="1"> <thead> <tr> <th>#</th> <th>Total</th> </tr> <tr> <th>Payments</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Monthly Voucher Amount</td> <td></td> </tr> <tr> <td>  January - November</td> <td align="right">\$33,736.00</td> </tr> <tr> <td>  Final Voucher Amount</td> <td></td> </tr> <tr> <td>    December</td> <td align="right">\$33,741.00</td> </tr> <tr> <td></td> <td align="right"><b>\$404,837.00</b></td> </tr> </tbody> </table> | # | Total | Payments | Amount | Monthly Voucher Amount |  | January - November | \$33,736.00 | Final Voucher Amount |  | December | \$33,741.00 |  | <b>\$404,837.00</b> |
| #                      | Total               |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |       |          |        |                        |  |                    |             |                      |  |          |             |  |                     |
| Payments               | Amount              |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |       |          |        |                        |  |                    |             |                      |  |          |             |  |                     |
| Monthly Voucher Amount |                     |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |       |          |        |                        |  |                    |             |                      |  |          |             |  |                     |
| January - November     | \$33,736.00         |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |       |          |        |                        |  |                    |             |                      |  |          |             |  |                     |
| Final Voucher Amount   |                     |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |       |          |        |                        |  |                    |             |                      |  |          |             |  |                     |
| December               | \$33,741.00         |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |       |          |        |                        |  |                    |             |                      |  |          |             |  |                     |
|                        | <b>\$404,837.00</b> |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |       |          |        |                        |  |                    |             |                      |  |          |             |  |                     |

|                           |                     | 2015                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
|---------------------------|---------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-------|----------|--------|------------|--|------------------------|--|--------------------|-------------|----------------------|--|----------|-------------|---------------------------|--|--------|------------|--|---------------------|
| OMH                       |                     | \$407,182.00        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
| Total State Aid           |                     | \$407,182.00        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
| County Funds              |                     | \$0.00              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
| <b>TOTAL FUNDING</b>      |                     | <b>\$407,182.00</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
|                           |                     |                     | <table border="1"> <thead> <tr> <th>#</th> <th>Total</th> </tr> <tr> <th>Payments</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td><b>OMH</b></td> <td></td> </tr> <tr> <td>  Monthly Voucher Amount</td> <td></td> </tr> <tr> <td>    January - November</td> <td align="right">\$33,736.00</td> </tr> <tr> <td>    Final Voucher Amount</td> <td></td> </tr> <tr> <td>      December</td> <td align="right">\$33,741.00</td> </tr> <tr> <td>  Supplemental COLA Voucher</td> <td></td> </tr> <tr> <td>    Amount</td> <td align="right">\$2,345.00</td> </tr> <tr> <td></td> <td align="right"><b>\$407,182.00</b></td> </tr> </tbody> </table> | # | Total | Payments | Amount | <b>OMH</b> |  | Monthly Voucher Amount |  | January - November | \$33,736.00 | Final Voucher Amount |  | December | \$33,741.00 | Supplemental COLA Voucher |  | Amount | \$2,345.00 |  | <b>\$407,182.00</b> |
| #                         | Total               |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
| Payments                  | Amount              |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
| <b>OMH</b>                |                     |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
| Monthly Voucher Amount    |                     |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
| January - November        | \$33,736.00         |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
| Final Voucher Amount      |                     |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
| December                  | \$33,741.00         |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
| Supplemental COLA Voucher |                     |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
| Amount                    | \$2,345.00          |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |
|                           | <b>\$407,182.00</b> |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |       |          |        |            |  |                        |  |                    |             |                      |  |          |             |                           |  |        |            |  |                     |

|                        |                     |          |                     |
|------------------------|---------------------|----------|---------------------|
|                        | 2016                |          |                     |
| OMH                    | \$407,182.00        |          |                     |
| Total State Aid        | \$407,182.00        |          |                     |
| County Funds           | \$0.00              |          |                     |
| <b>TOTAL FUNDING</b>   | <b>\$407,182.00</b> |          |                     |
|                        |                     | #        | Total               |
| <b>OMH</b>             |                     | Payments | Amount              |
| Monthly Voucher Amount |                     |          |                     |
| January - November     | \$33,931.00         | 11       | <b>\$373,241.00</b> |
| Final Voucher Amount   |                     |          |                     |
| December               | \$33,941.00         | 1        | <b>\$33,941.00</b>  |
|                        |                     |          | <b>\$407,182.00</b> |

**Total Funding Full Three Years: \$1,219,201.00**

# ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

DENNIS S. DAVIS  
COMMISSIONER



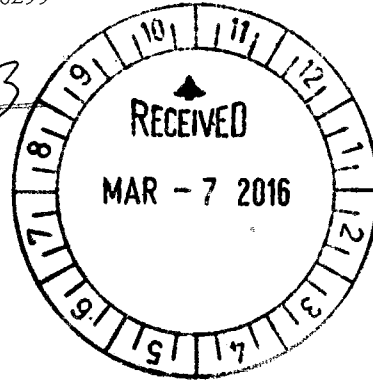
DIVISIONS:  
BUILDINGS & GROUNDS  
ENGINEERING  
HIGHWAYS, BRIDGES & STRUCTURES  
REFORESTATION

6000 Airport Road, Oriskany, New York 13424  
Phone: (315) 793-6213 Fax: (315) 768-6299

February 12, 2016

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

FN 20 16-143  
**PUBLIC WORKS**  
**WAYS & MEANS**



Dear County Executive Picente,

Oneida County contracted with Alesia & Crewell Architects to prepare plans and specifications for renovation and reconstruction projects at various County facilities. The original contract inadvertently excluded the cost of asbestos containing materials sampling and analysis.

On November 25, 2015 the Oneida County Board of Acquisition & Contract accepted a proposal from Alesia & Crewell Architects in the amount of \$4,623.00 to provide required asbestos containing materials sampling and analysis.

|                       |                                      |
|-----------------------|--------------------------------------|
| Original Contract Fee | \$61,450.00                          |
| Change Order No. 01   | \$4,623.00 (ACM sampling & analysis) |
| Proposed Contract Fee | \$66,073.00                          |

Please consider the enclosed contract amendment for the aforementioned services.

Thank you for your support.

Sincerely,

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Date 3/7/16

Oneida Co. Department: Public Works

Competing Proposal   X    
Only Respondent             
Sole Source RFP           

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Alesia & Crewell Architects, P.C.  
Four Oxford Crossing  
New Hartford, NY 13413

**Title of Activity or Service:** Professional Consulting Services

**Proposed Dates of Operation:** Start on Execution – 12/31/2016

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

**Summary Statements**

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

Oneida County contracted with Alesia & Crewell Architects to prepare plans and specifications for renovation and reconstruction projects at various County facilities. The original contract inadvertently excluded the cost of asbestos containing materials sampling and analysis.

On November 25, 2015 the Oneida County Board of Acquisition & Contract accepted a proposal from Alesia & Crewell Architects, P.C. for Change Order No. 01 in the amount of \$4,623.00 to provide required asbestos containing materials sampling and analysis.

|                       |                                      |
|-----------------------|--------------------------------------|
| Original Contract Fee | \$61,450.00                          |
| Change Order No. 01   | \$4,623.00 (ACM sampling & analysis) |
| Proposed Contract Fee | \$66,073.00                          |

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

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

**Total Funding Requested: \$66,073.00                      Account #: H-473**

**Oneida County Dept. Funding Recommendation: \$66,073.00**

**Proposed Funding Sources (Federal \$/ State \$/County \$): \$66,073.00 County**

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

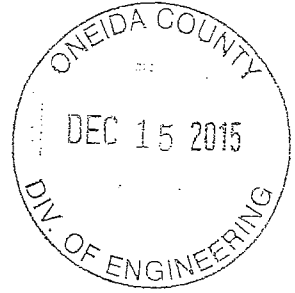
**Past Performance Data: N/A**

**O.C. Department Staff Comments: None**



**AIA**<sup>®</sup>

# Document G802™ – 2007



## Amendment to the Professional Services Agreement

Amendment Number: 001

TO: Mark E. Laramie, P.E.  
(Owner or Owner's Representative)

In accordance with the Agreement dated: 05/19/2015

**BETWEEN** the Owner:  
(Name and address)  
Oneida County  
800 Park Ave.  
Utica, NY 13501

and the Architect:  
(Name and address)  
Alesia & Crewell Architects, PC  
2 Oxford Crossing  
New Hartford, NY 13413

for the Project:  
(Name and address)  
Renovation & Reconstruction Projects  
at Various County Facilities

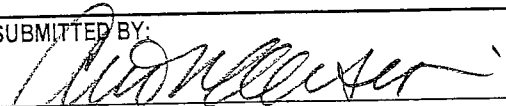
Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:  
Provide required asbestos containing materials sampling and analysis.

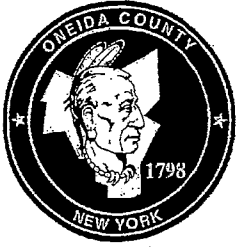
The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
\$4,623.00

Time:  
No additional time.

SUBMITTED BY:  
  
(Signature)  
Andrew N. Alesia, RA  
President  
(Printed name and title)  
12-9-15  
(Date)

AGREED TO:  
  
(Signature)  
Anthony J. Picente Jr.  
Oneida County Executive  
(Printed name and title)  
  
(Date)



ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER

ANTHONY J. PICENTE, JR.  
County Executive

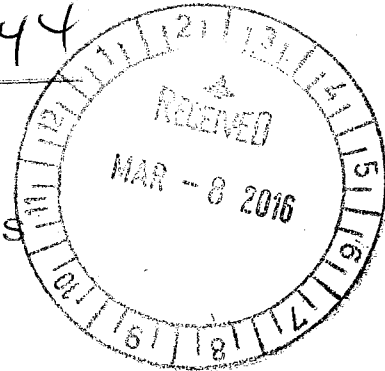
KEVIN W. REVERE  
Director

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

November 20, 2015

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

FN 20 16-144  
PUBLIC SAFETY  
WAYS & MEANS



Dear County Executive Picente,

The 911 Center requests to renew the maintenance agreement we currently have with Tiburon for a term beginning January 1, 2016 through December 31, 2016. The maintenance agreement is to provide 24x7 access to our customer call center for product support. It will provide on-site and remote diagnostic capabilities. The cost of this maintenance agreement will be \$90,127.00 and will be supported with County dollars.

If you are in agreement with this request, we also request approval from the Board of Legislators to enter into this agreement.

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

Thank you.

Sincerely,

Kevin W. Revere  
Director of Emergency Services

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

Anthony J. Picente, Jr.  
County Executive  
Date 3/8/16

kmg

Oneida Co. Department Emergency Services

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

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

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

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

**Name of Proposing Organization** Tiburon  
3000 Executive Parkway  
Suite 300  
San Ramon, CA 94583

**Title of Activity or Services:** Maintenance for 911 Equipment

**Proposed Dates of Operations:** 1/1/2016 – 12/31/2016

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

**SUMMARY STATEMENTS**

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

Services designed to provide 24X7 access to our customer call center for product support.

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

To provide on-site and remote diagnostic capabilities.

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

N/A

**Total Funding Requested:** \$90,127.00.

**Oneida County Dept. Funding Recommendation:**

**Proposed Funding Source (Federal \$ /State \$ / County \$):** Account: 3020.493

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

**Past performance Served:** N/A

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





Maintenance Renewal

For

Oneida County, NY

17-Sep-15



**Maintenance (Help Desk & Software Updates) for 13 DispatchNow CAD licenses,  
NYSPIN State Interface and 1 ProQA Interface**

| Item                                               | Price           |
|----------------------------------------------------|-----------------|
| Maintenance DispatchNow CAD: 1/1/2016 - 12/31/2016 | <b>\$82,207</b> |
| Maintenance State Interface: 1/1/2016 - 12/31/2016 | <b>\$5,750</b>  |
| Maintenance ProQA Interface: 1/1/2016 - 12/31/2016 | <b>\$2,170</b>  |
| <b>Total</b>                                       | <b>\$90,127</b> |

**\*\*\*The prices indicated above do not include installation and/or configuration of 3rd party software and/or hardware\*\*\*  
\*\*\*Tiburon requires remote VPN access to the customer site (minimum 1Mbps)\*\*\***

# TIBURON<sup>®</sup>

A TriTech Software Systems company

## Terms

**PRICING** All prices are in U.S. Funds.  
Taxes, if applicable, are extra.

**PAYMENT** Payable 100% at signature

**VALIDITY** 60 days

- Services will be performed in accordance with the attached Maintenance and Support Guidelines, which are incorporated herein.

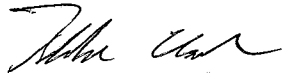
## Approval Signature

By signing in the space provided below, I am representing that I am authorized to sign on behalf of Customer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For TIBURON, Inc.



\_\_\_\_\_  
Accepted By (signature)

\_\_\_\_\_  
Blake Clark

Printed Name

\_\_\_\_\_  
Chief Financial Officer

Title

\_\_\_\_\_  
Date

2/17/2016



A TriTech Software Systems company

## Revision History

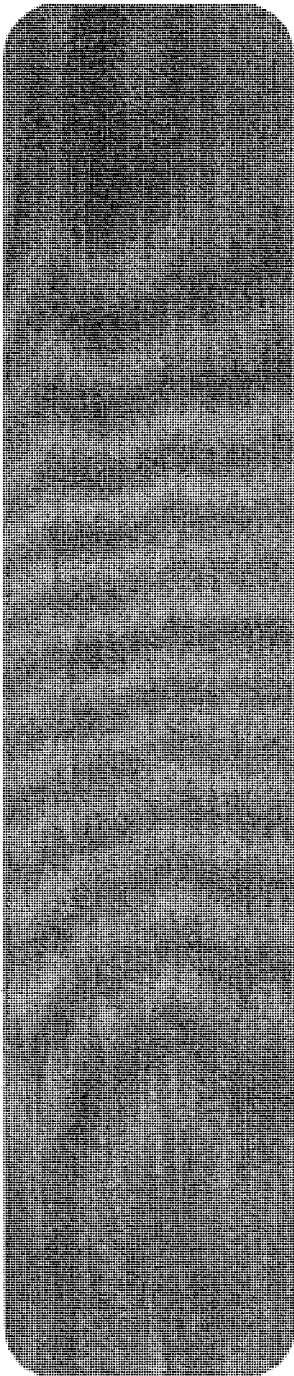
| Revision Level | Reason for Revision | Date Revised |
|----------------|---------------------|--------------|
|----------------|---------------------|--------------|

|  |          |  |
|--|----------|--|
|  | Original |  |
|--|----------|--|

|  |  |                    |
|--|--|--------------------|
|  |  | September 17, 2015 |
|--|--|--------------------|



A TriTech Software Systems Company



# **Warranty & Maintenance Support - Guidelines & Options**

**Version 8.1**

**July 1, 2015**

**Tiburon, Inc.  
A TriTech Software Systems Company  
3000 Executive Parkway  
Suite 500  
San Ramon, CA 94583  
(925) 621-2700**

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# 1. INTRODUCTION

This document provides a description of the service programs available to Tiburon's warranty and maintenance Clients with a current and valid Master Support Agreement (MSA). This document defines both standard and optional support programs, and outlines the process for working with Tiburon to report, track, and resolve issues.

**NOTE:** The service programs and the terms and conditions contained herein are those available as of the date of this document; these service offerings, as well as terms and conditions are subject to change without notice.



## **2. DEFINITIONS**

The following terms are used throughout this document:

### **2.1 ACCOUNT EXECUTIVE**

The Tiburon Account Manager Program has been established to enhance the relationship between our public safety Client base and the Tiburon public safety organization. The Account Executive reports to the Director, Corporate Development and Customer Advocacy - Tiburon, and provides a proactive approach to Client interaction, enhancing the communications between Tiburon and our Clients. The Account Executive is the regular avenue for communication of emerging technologies and programs from Tiburon that have a positive impact on our Clients. Through this relationship Tiburon is able to better understand our Clients' current and future environment and strategic direction and is better able to align both organizations strategic goals to ensure continued success.

### **2.2 AUTHORIZED CLIENT REPRESENTATIVE**

The Authorized Client Representative is a named Client representative who has the authority to request a change to the Client's Tiburon applications or databases. This person must be identified by name and position to Tiburon. Any change to the Authorized Client Representative must be reported to Tiburon in writing within 10 business days.

### **2.3 CLIENT**

A Client is an agency or authorized representative of an agency who has contracted with Tiburon for software or services as described in a Contract, Statement of Work or Master Support Agreement.

### **2.4 CLIENT SUPPORT CENTER (CSC)**

The Client Support Center (CSC) provides 24 x 7 support services to all Tiburon Clients with a valid and current Master Support Agreement (MSA). CSC staff is comprised of Helpdesk Specialists, CSC Engineers, Client Liaisons, and Director, Client Service and Support.

#### **2.4.1 CSC ENGINEER**

CSC Engineers report to a Team Lead in the CSC who reports to the Director – Client Service & Support. CSC Engineers are responsible for resolving all issues reported to the CSC and communicating with the Client. If additional expertise is needed to resolve an issue, it may be assigned to an individual outside of the CSC for resolution.

#### **2.4.2 CLIENT LIAISON**

A Client Liaison is assigned to Clients with a valid and current Master Support Agreement, and reports to the Director – Client Service & Support. The Client Liaison is the first point of escalation for all Client issues reported to the CSC. The Client Liaison works hand-in-hand with each assigned Client to ensure that Tiburon is addressing issues reported to the CSC in a manner that addresses the Client's needs in a reasonable manner as agreed to by Tiburon and the Client. The Client Liaison conducts regularly scheduled TSR review meetings with Clients as agreed upon by Tiburon and the Client. The Client

Liaison also works with technical staff in the CSC and in other Tiburon departments as needed for issue resolution.

### **2.4.3 DIRECTOR – CLIENT SERVICE & SUPPORT**

The Director – Client Service & Support is a member of the Leadership Team for the Tiburon Group and reports to the Vice President / General Manager, Tiburon Group. The Director – Client Service & Support creates policies and procedures related to Client Service and Support, and directs the efforts of all support personnel. The Director – Client Service & Support is the second point of escalation for all issues reported to the CSC. If there is a change in the Tiburon Client Service Management Team or the Client Liaison, Tiburon shall notify the Client in writing of the changes within 10 business days.

### **2.4.4 HELPDESK SPECIALIST**

The Helpdesk Specialists field all telephone calls placed to the CSC and process all email sent to support@tiburoninc.com. They log all issues and updates received in the third party application used by Tiburon to support all Clients, and assign the issues based on established protocols. The Helpdesk Specialists report to the Director – Client Service & Support.

## **2.5 DEPLOYMENT TEAM**

Tiburon's Deployment Team is responsible for the installation and configuration of Tiburon software on designated Client servers as defined in the contract and Statement of Work.

## **2.6 DIRECTOR, OPERATIONS DIVISION**

A Tiburon Operations Director is the manager for the Project Management staff. The Operations Director is the second level of escalation, (first being Project Manager) for any Project or Enhancement activity. The Operations Director is responsible for management of all contract compliance issues.

## **2.7 ENGINEERING**

Tiburon Engineering is comprised of several teams of software architects, software engineers and software quality assurance engineers. The Engineering teams are responsible for the creation of all baseline and custom software and tailoring.

## **2.8 MASTER SUPPORT AGREEMENT (MSA)**

A Master Support Agreement (MSA) is an agreement between a Tiburon and a Client for the provision of Warranty and/or Maintenance support to a Client. It includes terms and conditions governing the agreement, and may include exhibits to further define the covered systems, Warranty and Maintenance Guidelines and Options, Software License terms, etc. Previous versions of this document may have been referred to as an Extended Support Agreement (ESA).

## **2.9 PRIORITY**

Priority refers to the operational criticality of a specific service request. Tiburon uses a P1 – P5 convention with a Priority1 issue being defined as an application or server failure that prevents continued use or operation of the System, impacts all or substantially all operators using the System, halts or severely

impacts critical System operations or endangers the integrity of one or more database files. Complete priority descriptions can be found in section 4.2 of this document.

## **2.10 PROJECT**

A Project is an activity governed by a contract or contract amendment and a Statement of Work. It can be a new implementation for a new Client, an upgrade for an existing Client, or a modification or add-on application or interface for an existing Client.

## **2.11 PROJECT MANAGER**

A Tiburon Project Manager is assigned to all projects defined above. The Project Manager is responsible for the successful delivery of all services related to the contract or contract amendment. The Project Manager schedules and coordinates the participation of all Tiburon resources needed to deliver on the contract. The Tiburon Project Manager reports to a Director in Tiburon's Operations Division.

## **2.12 STATEMENT OF WORK (SOW)**

The Statement of Work (SOW) is an exhibit to a contract that describes the contract deliverables, tasks, responsibilities, and completion criteria for the delivery of a Tiburon Project to a Client.

## **2.13 SYSTEM ASSURANCE REVIEW (SAR)**

The System Assurance review is a Tiburon process which occurs during a project, to assure that all proper steps per the Statement of Work have been completed. This is a monitoring function within the Project Managers responsibility.

## **2.14 TECHNICAL SUPPORT COORDINATOR**

A Technical Support Coordinator is a Client representative who has received training in each Tiburon application. The Technical Support Coordinator is responsible for the review and triage of all issues reported by Client representatives prior to submitting the issue to Tiburon as a TSR. The Technical Support Coordinator is responsible for ensuring that sufficient detail has been provided on a reported issue so that it can be reproduced, diagnosed, and repaired by Tiburon. Each covered application should have, at a minimum, one (1) Technical Support Coordinator who meets with Tiburon's Client Liaison as described in this document. There can be one or more Technical Support Coordinators for each covered application, however, all client Technical Support Coordinators must participate each review meeting with the Client Liaison. The Technical Support Coordinator(s) must have the authority to confirm closure on a TSR.

## **2.15 TIBURON SERVICE REQUEST (TSR)**

Issues reported to the Client Support Center (CSC) are referred to as Tiburon Service Requests (TSRs). Each TSR is recorded in the third party application used by Tiburon to record Client issues and assigned to the Tiburon team responsible for supporting the Client and the system at the time the issue is reported. Priority 1 TSRs are assigned down to an individual resource based on the Tiburon on-call list maintained by the CSC. Other priority issues are discussed between the Client Liaison and the Client to ensure that the Client's needs are addressed in a reasonable fashion, as agreed to between Tiburon and the Client.

## **2.16 WARRANTY / MAINTENANCE SUPPORT**

When a Project is completed as deemed in the Statement of Work, the support transitions to a warranty or maintenance support level as defined by the contract. When the Project is completed as deemed in the Statement of Work, the Project Manager conducts an internal turnover of the Client and associated applications to the assigned Client Liaison and the Client Support Center (CSC).

### **3. TRANSITION FROM PROJECT (OPERATIONS) TO SUPPORT (CSC)**

When a project is completed as deemed in the Statement of Work, the Client systems transition from the project phase to the warranty or maintenance programs. Leading up to this major milestone, Tiburon staff members, including the Project Manager, Client Liaison, Account Executive, Engineering, Deployment, and CSC Engineering resources participate in an internal System Assurance Review (SAR). This ensures that all parties are aware of the Client configuration, connection information, applications installed, cutover plan and schedule, as well as other information specific to the Client implementation. This information is logged in the third party application used by Tiburon for Client Support, currently HEAT Call Logging by Front Range.

When the project is completed as deemed in the Statement of Work, the system(s) are stable and there are a nominal number of TSRs not closed for each system, there is a final internal System Assurance Review between Operations, Engineering, Deployment, and Client Support to transition the support of the Client systems from Operations / Project mode to CSC / Support mode. The Project Manager also schedules a turnover meeting with the Client to introduce the Client Liaison to the Client.

## **4. WORKING WITH THE SUPPORT CENTER (CSC)**

The CSC functions as the single point of contact for ongoing Client support issues once project is completed as deemed in the Statement of Work and support for the systems has been turned over to the CSC. Tiburon's Client Liaisons oversee the CSC activities for their assigned Clients. The Client Liaison also works closely with the Client's Tiburon Account Executive in order to keep them updated on overall service needs.

### **4.1 SUBMITTING A TSR**

Client may contact the CSC to report an issue by telephone, email, or via the third party Self Service application provided for this purpose. Priority 1 and Priority 2 issues must be reported by telephone 24 x 7 to ensure optimal response to the issue.

### **4.2 "24x7" SUPPORT**

"24x7" support is standard for all CAD, Jail Records, and State Message Switch products. It is optionally available for all other products for an additional cost. For assistance in adding this support for other systems, Clients should contact their Account Executive.

## 4.3 TSR PRIORITIES

When submitting a TSR, Tiburon asks that Clients use the priority definitions below.

### 4.3.1 CAD, MOBILE, STATE INTERFACE, CRITICAL CAD INTERFACES

#### 4.3.1.1 RESPONSE TIME SLAS

| Priority                              | Issue Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Response Time                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Priority 1 - Critical Priority</b> | <p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:</p> <ul style="list-style-type: none"> <li>CAD, Mobile, State Interface or critical CAD interfaces are down as further defined in the Special Note #1 below.</li> <li>Critical servers inoperative, as listed in Special Note #1.</li> <li>Complete interruption of call taking and/or dispatch operations.</li> <li>Loss of transactional data &amp; transactional data corruption</li> </ul> <p>This means one or more critical server components are non-functional disabling CAD, or Mobile workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p> | <p>Normal Customer Service Hours (8:00 am - 5:30 pm in the customer's time zone): Telephone calls to 877.445.2110 will be immediately answered and assigned to the designated representative within 10 minutes or receipt of call.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after Customer telephone contact to 877.445.2110.</p> <p>Priority 1 issues must be called in via 877.445.2110 in order to receive this level of response.</p> |
| <b>Priority 2 - Urgent Priority</b>   | <p>24x7 Support for live operations on the production system: A serious Software Error with no workaround, not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the CAD or Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of CAD or Mobile workstations). These Software Errors are defined in more detail in Special Note #2, below.</p>                                                                                                                                                                                       | <p>Normal Customer Service Hours (8:00 am - 5:30 pm in the customer's time zone): Telephone calls to 877.445.2110 will be answered and assigned to the designated representative within 30 minutes of receipt of call.</p> <p>After Normal Customer Service Hours: Sixty (60) minute callback after customer telephone contact to 877.445.2110.</p> <p>Priority 2 issues must be called in via 877.445.2110 in order to receive this level of response.</p>              |

| Priority                            | Issue Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Response Time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Priority 3 - High Priority</b>   | <p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Priority 1 - Critical or Priority 2 - Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units, or perform a common call taking or dispatch function. Such errors will be consistent and reproducible.</p> <p>A significant number of CAD or Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p> | <p>Normal Customer Service Hours (8:00 am - 5:30 pm in the customer's time zone): Telephone calls to 877.445.2110 will be answered and assigned to the designated team within 30 minutes of receipt of the initial phone call.</p> <p>High Priority issues may also be reported via <a href="mailto:customerservice@tritech.com">customerservice@tritech.com</a> or via the HEAT Self Service portal. Email and HEAT Self Service reports are entered and assigned within 30 minutes at the start of the next business day.</p> <p>High Priority Issues are not managed after Normal Customer Service Hours.</p>     |
| <b>Priority 4 - Medium Priority</b> | <p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units, or perform a common call taking or dispatch function. This includes system administrator functions.</p>                                                                                                                                                                                                                                                      | <p>Normal Customer Service Hours (8:00 am - 5:30 pm in the customer's time zone): Telephone calls to 877.445.2110 will be answered and assigned to the designated team within 30 minutes of receipt of the initial phone call.</p> <p>Medium Priority issues may also be reported via <a href="mailto:customerservice@tritech.com">customerservice@tritech.com</a> or via the HEAT Self Service portal. Email and HEAT Self Service reports are entered and assigned within 30 minutes at the start of the next business day.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p> |
| <b>Priority 5 - Low Priority</b>    | <p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Customer technical questions, product modification or add-on requests, steering committee requests, and usability questions.</p>                                                                                                                                                                                                                                                                                                                                                 | <p>Normal Customer Service Hours (8:00 am - 5:30 pm in the customer's time zone): Telephone calls to 877.445.2110 will be answered and assigned to the designated team within 30 minutes of receipt of the initial phone call.</p> <p>Low Priority issues may also be reported via <a href="mailto:customerservice@tritech.com">customerservice@tritech.com</a> or via the HEAT Self Service portal. Email and HEAT Self Service reports are entered and assigned within 30 minutes at the start of the next business day.</p> <p>Low Priority issues are not managed after Normal Customer Service Hours.</p>       |



### 4.3.1.2 RESOLUTION TIME SLAS

| Priority                              | Resolution Process                                                                                                                                                | Resolution Time                                                                                                                                                                                                                                                                                                                |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Priority 1 - Critical Priority</b> | Tiburon will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production system.   | Tiburon will work continuously (including after hours) to provide the Customer with a solution that allows the Customer to resume live operations on the production system.<br><br>Tiburon will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.   |
| <b>Priority 2 - Urgent Priority</b>   | Tiburon will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production system. | Tiburon will work continuously (including after hours) to provide the Customer with a solution that allows the Customer to resume normal operations on the production system.<br><br>Tiburon will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification. |
| <b>Priority 3 - High Priority</b>     | Tiburon will provide a procedural or configuration workaround that allows the Customer to resolve the problem.                                                    | Tiburon will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and Tiburon's User base. Priority 3 issues have priority scheduling in a subsequent release.                            |
| <b>Priority 4 - Medium Priority</b>   | If Tiburon determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.    | Tiburon will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.                                                                                                                       |
| <b>Priority 5 - Low Priority</b>      | Low Priority issues are logged by Tiburon and addressed at the company's discretion according to Tiburon's roadmap planning process.                              | There is no guaranteed resolution time for Low Priority issues.                                                                                                                                                                                                                                                                |

### 4.3.1.3 SPECIAL NOTE # 1

**Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:**

#### 4.3.1.3.1 CAD

- a. CAD System is down and all workstations will not launch or function. This will include fragment notifications, site-to-site connection failure, etc.
- b. CAD System is inoperable due to transactional data corruption caused by Tiburon Software. This will include in-ability to enter commands from the Command Window.
- c. CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History). This will include "Lost connection to Database" message

#### 4.3.1.3.2 Mobile

- a. The Mobile System is down and all mobile devices are unable to log in or function.
- b. The Mobile System is inoperable due to data corruption caused by Tiburon Software.

#### 4.3.1.3.3 State Interface

- a. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).

#### 4.3.1.4 SPECIAL NOTE #2:

Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

##### 4.3.1.4.1 CAD

CAD users are severely impacted due to one of the following conditions on one or more essential positions:

- a. One or more essential CAD positions cannot be accessed by users.
- b. The system is operating in local sharing or disconnected mode
- c. Unable to enter new requests for service via the emergency or scheduled call-taking screen (using all available methods).
- d. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
- e. The inability to add or view premise or caution note information.
- f. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
- g. The system does not perform unit recommendations.
- h. Inability to assign a unit to an incident (using all available methods).
- i. Inability to change a unit's status (using all available methods).
- j. Inability to close an incident (using all available methods).
- k. Inability to view incident information needed to dispatch an incident (using all available methods). This includes "Lost Connection to Database" errors.
- l. Disaster Recovery System, following a test failover, is inoperable for more than one (1) business day.

##### 4.3.1.4.2 Mobile

Several Mobile users are severely impacted due to one of the following conditions:

- a. Inability to receive new requests for service from CAD (using all available methods).
- b. Inability to view incident information needed to dispatch an incident (using all available methods).
- c. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
- d. Inability to enter a traffic stop or on-view incident.
- e. The inability to view premise or caution note information.
- f. Disaster Recovery System, following a test failover, is inoperable for more than one (1) business day.

##### 4.3.1.4.3 CAD/Mobile Interfaces:

Several CAD or Mobile users are severely impacted due to one of the following conditions:

- a. CAD Station Alerting Interface is down or CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
- b. CAD Paging Interface is down.
- c. An interface used for personnel rostering is down.

- d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
- e. CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
- f. An ANI/ALI interface repeatedly fails to process information into an incident.
- g. An interface to an external rostering system used to logon units is down.
- h. AVL interface fails to process updates for over 50% of units.
- i. Mobile interface repeatedly fails to process incident or status change information.
- j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down. This would include transfer of data to the CAD Data Warehouse or any UDS interface.
- k. Email / fax / paging notifications down for all destinations.

## 4.3.2 ALL RECORDS, FIELD BASED REPORTING, JAIL RECORDS, FIRE RECORDS, WEB QUERY

### 4.3.2.1 RESPONSE TIME SLAS

| Priority                              | Issue Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Response Time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Priority 1 - Critical Priority</b> | <p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following:</p> <ul style="list-style-type: none"> <li>All Records applications, to include Jail Records, Field Based Reporting, and Fire Records server software inoperative</li> <li>Loss of ability for all Records, Jail Records, Field Based Reporting, or Fire Records users to log on to system</li> <li>Jail Records system down</li> <li>Loss of transactional data &amp; transactional data corruption</li> </ul> <p>This means one or more critical server components are non-functional disabling Records, Jail Records, Field Based Reporting or Fire Records workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>                                                                                                                                                                                                                         | <p>Normal Customer Service Hours (8:00 am - 5:30 pm in the customer's time zone): Telephone calls to 877.445.2110 will be immediately answered and assigned to the designated representative within 10 minutes or receipt of call.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after Customer telephone contact to 877.445.2110.</p> <p>Priority 1 issues must be called in via 877.445.2110 in order to receive this level of response.</p> <p><b>All Jail Records systems default to 24 x 7 support for Priority 1 issues.</b></p> <p><b>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Records, Field Based Reporting and Fire Records is not managed after Normal Customer Service Hours.</b></p> |
| <b>Priority 2 - Urgent Priority</b>   | <p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of all Users from performing a common function, or severely impacts the ability of Users to book or release inmates. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>Loss of ability for All Records, Field Based Reporting, Jail Records or Fire Records users to enter Case (Incident, Arrest and Custody) records into the system</li> <li>Loss of ability to transfer Field Based Reporting reports (ARS, Copperfire, CAD to RMS Transfer)</li> <li>Unable to book or release inmates</li> </ul> <p>A significant number of the Records, Field Based Reporting, Jail Records or Fire Records workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Records, Field Based Reporting, Jail Records or Fire Records workstations). These Software Errors are defined in more detail in <i>Special Note #2</i>, below.</p> | <p>Normal Customer Service Hours (8:00 am - 5:30 pm in the customer's time zone): Telephone calls to 877.445.2110 will be answered and assigned to the designated representative within 30 minutes of receipt of call.</p> <p>After Normal Customer Service Hours: Sixty (60) minute callback after customer telephone contact to 877.445.2110.</p> <p>Priority 2 issues must be called in via 877.445.2110 in order to receive this level of response.</p> <p><b>All Jail Records systems default to 24 x 7 support for Priority 2 issues.</b></p> <p><b>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Records, Field Based Reporting, and Fire Records is not managed after Normal Customer Service Hours.</b></p>             |

| Priority                                   | Issue Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Response Time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Priority 3 - High Priority</b></p>   | <p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Priority 1 - Critical or Priority 2 - Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common Records, Field Based Reporting, Jail Records, or Fire Records function. Errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Loss of Non-Critical Data (with "Non-Critical" being defined as not causing an error classified as a P1 or P2 error (above).</li> <li>• NIBRS State reporting issues that causes agency reports to exceed State error submission limits</li> <li>• UCR reporting multiple occurrence of inaccurate data</li> </ul> <p>A significant number of Records, Field Based Reporting, Jail Records, or Fire Records workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p> | <p>Normal Customer Service Hours (8:00 am – 5:30 pm in the customer's time zone): Telephone calls to 877.445.2110 will be answered and assigned to the designated team within 30 minutes of receipt of the initial phone call.</p> <p>High Priority issues may also be reported via <a href="mailto:customerservice@tritech.com">customerservice@tritech.com</a> or via the HEAT Self Service portal. Email and HEAT Self Service reports are entered and assigned within 30 minutes at the start of the next business day.</p> <p>High Priority Issues are not managed after Normal Customer Service Hours.</p>     |
| <p><b>Priority 4 – Medium Priority</b></p> | <p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from performing a common Records, Field Based Reporting, Jail Records, or Fire Records function. Errors will be consistent and reproducible. This includes system administrator functions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>Normal Customer Service Hours (8:00 am – 5:30 pm in the customer's time zone): Telephone calls to 877.445.2110 will be answered and assigned to the designated team within 30 minutes of receipt of the initial phone call.</p> <p>Medium Priority issues may also be reported via <a href="mailto:customerservice@tritech.com">customerservice@tritech.com</a> or via the HEAT Self Service portal. Email and HEAT Self Service reports are entered and assigned within 30 minutes at the start of the next business day.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p> |
| <p><b>Priority 5 – Low Priority</b></p>    | <p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Customer technical questions, product modification or add-on requests, steering committee requests, and usability questions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>Normal Customer Service Hours (8:00 am – 5:30 pm in the customer's time zone): Telephone calls to 877.445.2110 will be answered and assigned to the designated team within 30 minutes of receipt of the initial phone call.</p> <p>Low Priority issues may also be reported via <a href="mailto:customerservice@tritech.com">customerservice@tritech.com</a> or via the HEAT Self Service portal. Email and HEAT Self Service reports are entered and assigned within 30 minutes at the start of the next business day.</p> <p>Low Priority issues are not managed after Normal Customer Service Hours.</p>       |

### 4.3.2.2 RESOLUTION TIME SLAS

| Priority                              | Resolution Process                                                                                                                                                | Resolution Time                                                                                                                                                                                                                                                                                                                |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Priority 1 - Critical Priority</b> | Tiburon will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production system.   | Tiburon will work continuously (including after hours) to provide the Customer with a solution that allows the Customer to resume live operations on the production system.<br><br>Tiburon will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.   |
| <b>Priority 2 - Urgent Priority</b>   | Tiburon will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production system. | Tiburon will work continuously (including after hours) to provide the Customer with a solution that allows the Customer to resume normal operations on the production system.<br><br>Tiburon will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification. |
| <b>Priority 3 - High Priority</b>     | Tiburon will provide a procedural or configuration workaround that allows the Customer to resolve the problem.                                                    | Tiburon will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and Tiburon's User base. Priority 3 issues have priority scheduling in a subsequent release.                            |
| <b>Priority 4 - Medium Priority</b>   | If Tiburon determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.    | Tiburon will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.                                                                                                                       |
| <b>Priority 5 - Low Priority</b>      | Low Priority issues are logged by Tiburon and addressed at the company's discretion according to Tiburon's roadmap planning process.                              | There is no guaranteed resolution time for Low Priority issues.                                                                                                                                                                                                                                                                |

### 4.3.2.3 SPECIAL NOTE #1

Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

#### 4.3.2.3.1 Records, Field Based Reporting, Jail Records, Fire Records, Web Query

Records users are severely impacted due to one of the following conditions:

- a. System completely down
- b. All users getting 'unable to login or no connection to server'
- c. Unable to log on to Records, Jail Records.
- d. All users getting 'No response from ComDIR' or 'lost connection to server'
- e. Cannot book or release any inmate.
- f. All users getting 'NETWORK UNAVAILABLE' or 'DISCONNECTED FROM SERVER' in red text on the bottom status bar of TE.
- g. All users are unable to load a module list such as the Event list, Case list, Arrest list.
- h. All users are unable to save a new record (event, case, arrest)
- i. All users are unable to load any existing record (event, case, arrest)
- j. Inability of any users to launch or log on to Web Query.
- k. All Web Query users getting 'Invalid response from GETO', 'Not Connect to Server', 'Unable to read data from transport connection.'



## 4.3.2.4 SPECIAL NOTE #2

Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

### 4.3.2.4.1 Records, Field Based Reporting, Jail Records, Fire Records, Web Query

Records users are severely impacted due to one of the following conditions:

- a. Unable to run a Warrant Check
- b. Jail Headcount is off.
- c. Training environment is down and client is actively conducting a training class with several students.
- d. No additional users can log on to WebQuery.
- e. Inability to run Name or Location searches.
- f. Inability to run CAD Queries.
- g. An error which prevents users from completing their normal business function for which no reasonable workaround exists.
- h. Data corruption issues that prevent processing of inmates or reports, but not including general data cleanup.
- i. Inoperable external interfaces such as Livescan, Mugshot, Commissary, for which no reasonable workaround exists.
- j. Individual workstation or user issues only if no alternate means of completing the work exist (i.e – another user or workstation is available).

## 4.4 REPORTING A TSR

The preferred method of contact for CSC for Client issues is outlined in the table below:

| Issue Priority             | Service Hours                                  | Preferred Contact Method                                                                  | Contact Details                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------|------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Priority 1 & Priority 2    | 24 hours a day, 7 days a week, 365 days a year | Must contact the CSC via telephone                                                        | CSC Telephone: 877.445.2110<br><br>Backup Phones:<br>925.621.2720<br>510.579.4609<br>510.579.1714                                                                                                                                                                                                                                                                                                                  |
| Priority 3 thru Priority 5 | 8 am-5 pm in the Client's time zone            | Submit a case via telephone, email, or the third party Self Service application provided. | If for any reason Clients cannot reach us on the toll free number, Clients can reach us on our backup phones. Please call the alternate number(s) in the order listed.<br><br>Email: <a href="mailto:CustomerService@tritech.com">CustomerService@tritech.com</a><br><br>Self Service Access:<br><a href="http://csc.tritech.com:8180/HeatWebUI/hss/HSS.jsp">http://csc.tritech.com:8180/HeatWebUI/hss/HSS.jsp</a> |

## 4.5 EMERGENCY AFTER HOURS ASSISTANCE

Emergency assistance after regular business hours is subject to the following special condition:

"24x7" support is standard for all CAD, Corrections, and Message Switch systems. If a Client selects the "24x7" service option for any other Tiburon applications, remote support for Priority 1 and Priority 2 TSRs for those applications is also provided on a 24 x 7 basis. If a Client requests after hours support for an application without "24x7" coverage, support is subject to a call-out fee in addition to time and materials charges.

Once an issue has been determined to be out of scope, an Authorized Client Representative will be contacted by Tiburon and advised that additional charges may be incurred. The Client Representative must approve this out of scope effort before work will resume. The call out fee is based on Tiburon's then current hourly rate and is calculated based on every hour expended by any Tiburon staff member to resolve the issue. Time is calculated to the nearest whole hour.

## 4.6 CLIENT RESPONSIBILITIES

In order to provide maintenance support services to Clients, Tiburon requires that Clients:

- Limit TSRs to one reported problem in each TSR logged.
- Include enough detail in a reported problem so that Tiburon can effectively reproduce and diagnose it, to include steps to reproduce the error, error messages received, and screen shots if applicable.
- Provide continuous remote access to the system(s) , and have a technical resource reachable afterhours that Tiburon staff can contact should the need arise for Priority 1 issues

- Maintain continuous remote access along with the ability to upload and download files to server(s) without third-party interaction.
- Restrict the use of CAD workstations to Tiburon Applications only, eliminating internet connectivity and the use of things like streaming media, internet games and other applications that can negatively interact with the CAD system.
- Ensure that maintenance and back-up activities relating to the Covered Applications and the System, including, without limitation, backing up databases and journal logs, purging out of data records, running reports, and performing diagnostics, are carried out in accordance with the schedule and methodology laid out by Tiburon.
- Ensure that the System conforms to the “Site System and Network Specifications” as established during the project implementation.
- Maintain a system to ensure that only authorized personnel have the ability to make changes to the Client’s database and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Tiburon Client Support Center. Each request for any change to a Client’s database shall be accompanied by a signed letter of authorization from the Client’s Authorized Client Representative, and shall contain all details of the requested change. Tiburon will not assist Client personnel with database change requests other than those on the most current authorized personnel list.
- Designate a single individual to act as the Client’s authorized representative who is (a) authorized to act on the Client’s behalf with respect to all matters relating to this Agreement; (b) shall ensure the Client’s compliance with its responsibilities under this Agreement; and (c) shall coordinate appropriate schedules in connection with Tiburon’s services under this Agreement. The Client may change the individual designated hereunder by providing Tiburon written notice designating a new individual authorized to act as the Client Representative within ten business days.
- Ensure that Technical Support Coordinators and other personnel have received sufficient training on all aspects of the Tiburon system that they are supporting, and have the experience to perform its obligations.

## 4.7 SERVICE REQUEST LIFECYCLE

The TSR lifecycle can vary depending on the complexity of the issue being reported. Some TSRs will move from “New” to “In Progress” and “Closed” without a need for validation. Other TSRs require a validation step where the TSR is first “fixed” in the Client’s Training system and validated with the Client before moving to Production and then placed in “Test Request” status for final Client confirmation prior to closure. Our CSC team works with Clients to not only validate the resolution of the case, but to confirm the resolution prior to closing it.

## 4.7.1 TSR STATUS

As a TSR moves through Tiburon's service request lifecycle the overall case status will change. The statuses and definitions below are those currently in use:

| Case Status         | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>New</b>          | Default status used for all 'new' cases coming into the CSC. TSRs in "New" status reflect no one is currently assigned to research or resolve the issue. Once the Project Manager or Client Liaison discusses new issues with their Client, the issue is prioritized for resolution and the appropriate Team Leader is notified for assignment.                                                                                                                                                                                  |
| <b>In Progress</b>  | Status used to indicate TSR has been assigned to an individual for resolution.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Need Info</b>    | Status used to indicate that the additional information is needed to resolve the TSR. Information needed is detailed in the Status / Solution field.<br><br><i>A TSR in NEED INFO status for 30 or more calendar days without any update will be closed. If the issue occurs again, it should be reported as a new issue with supporting information and screen shots if applicable.</i>                                                                                                                                         |
| <b>On Hold</b>      | Status used to place TSR in a HOLD state pending action by Tiburon or action by the Client. Pending action will be detailed in the Status / Solution field.<br><br><i>A TSR in ON HOLD status for 30 or more calendar days without any update will be closed with Client approval. If the issue occurs again, it should be reported as a new issue with supporting information and screen shots if applicable</i>                                                                                                                |
| <b>Monitor</b>      | Status used to indicate TSR is currently in 30-day monitor period. Usually used to monitor recurrence of an issue after implementation of a fix (typically when complete validation is not feasible). Also used when issue cannot be readily investigated pending occurrence of another event.<br><br><i>A TSR in MONITOR status for 30 or more calendar days without any update will be closed. If the issue occurs again, it should be reported as a new issue with supporting information and screen shots if applicable.</i> |
| <b>Test in TRN</b>  | Status used to indicate that a fix has been implemented in Client's training system. Testing by Client and confirmation of fix is required before fix will be moved to Client's production environment<br><br><i>It is important that TSRs in this status are addressed by Client within 30 calendar days so that untested fixes do not remain in the Client's system for an unreasonable period of time. It is impossible to manage clean code lines with potential fixes that have not been tested as requested.</i>           |
| <b>Test Request</b> | Status used to indicate that fix has been applied in the Client's production system. Validation of fix by the Client is required, however,<br><br><i>A TSR in TEST Request status for 30 or more calendar days without any update will be closed. If the issue occurs again, it should be reported as a new issue with supporting information and screen shots if applicable.</i>                                                                                                                                                |
| <b>Closed</b>       | Status used to indicate that the TSR has been closed with the concurrence of the Client (or 30 calendar days have passed with no further communication from the Client, as noted above). Once in Closed status, a TSR is no longer editable to any other status.                                                                                                                                                                                                                                                                 |

## 4.7.2 CASE ESCALATION

Tiburon shall provide regular status updates to designated Client contact until the issue is resolved. Tiburon will document appropriate items, which may include root cause analysis, customer impacts, countermeasures and resolution. Failure to meet the stated resolution times will result in the escalation of these calls. Escalation path is as follows:

- Client Liaison
- Director, Client Service & Support – Tiburon Group
- Vice President / General Manager – Tiburon Group
- COO – TriTech Software Systems
- CEO – TriTech Software Systems

## 4.7.3 CASE CLOSURE

The CSC staff will work with Clients to validate TSR resolution prior to closure. Once an issue has been validated by the Client, Tiburon will confirm and close the case.

*If after 30 calendar days there has been no communication from the Client advising that the issue has not been resolved, the CSC staff will close the case.*

## **5. THIRD PARTY PRODUCT SUPPORT**

Unless otherwise agreed, the Customer shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain third party products as specified by Service Provider, and shall ensure that, in addition to authorizing the Customer to request support services there under, each such support contract also expressly authorizes Service Provider to request support services there under on the Customer's behalf.

## 6. OTHER SERVICES

### 6.1 SOFTWARE UPDATE SERVICES

If the Customer has purchased the Software Updates Program, the Customer will be entitled to receive new General Availability (GA) releases of the Service Provider licensed software products purchased by the Customer as they may become available.

The Software Updates Program provided hereunder does not include any of the following:

1. Installation, configuration and training services. Upon reasonable notice from the Customer, Service Provider will provide a Quote Document to the Customer on a time and materials basis at Service Provider's then current rates for such services;
2. Modifications or customization of the Software other than corrections of Defects made or provided under these Maintenance and Support Guidelines;
3. Consultation for new programs or equipment;
4. Correction of problems, and assistance regarding problems, caused by operator errors, including but not limited to the entry of incorrect data and the maintenance of inadequate backup copies and improper procedures; and/or
5. Correction of errors attributable to software other than the licensed Software.

Upgrade of the Customer's Hardware, Operating System, and/or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. The Customer shall be solely responsible for the cost of such upgrades unless expressly stated otherwise.

### 6.2 PRODUCT MODIFICATION REQUESTS

Product Modification Requests may be identified in several ways:

- In evaluating a TSR, it is determined that the existing solution is functioning as designed.
- A Client wants to extend their Tiburon solution or obtain additional optional services, and requests a quote for new functionality.

Once a TSR is identified as a product modification request, the case is updated to reflect this and assigned to the Client Liaison. The Client Liaison contacts and advises the Client of the new classification. The TSR is then assigned to the Account Executive and the TSR is closed. Once the Account Executive is notified of this request, the following actions occur:

- The Account Executive works with the Client to clarify the request and produce the requirements for Engineering to quote the request
- Engineering and/or Operations evaluates the request, determining the mix of customized development, configuration, testing and documentation required to deliver the request
- The Account Executive takes the information from Engineering and produces a quote for the Client

- The Client is asked to review and either accept or reject the proposed enclosed product modification and quote.
- Once the product modification proposal is accepted and signed by an authorized client representative, the delivery is handled by Tiburon's Operations Department.

## 6.3 STEERING COMMITTEE ISSUES

Clients can submit a Steering Committee request for discussion and potential inclusion in Tiburon's baseline when they encounter a situation where a system change or additional feature would enhance the functionality of the system. Steering Committee requests can be submitted via the Self Service application using the Call Type of Steering Committee.

Steering Committee cases are assigned to a Tiburon Product Manager and the TSR is placed in an ON HOLD status. After the issue is vetted at the Tiburon User Group, the issue is updated with the recommendations of the Steering Committee and Closed.

## 6.4 PRODUCT SPECIALIST AND TRAINING REQUESTS

Tiburon's Training Team is available to work with Clients. Each member on Tiburon's Training Team is a subject matter expert in specific Product. They support the implementation of each Client solution through configuration, validation, testing and training. After the Tiburon Applications are live, and the project is completed as deemed in the Statement of Work, Clients who have additional needs for training should work with their Tiburon Account Executive to create a custom, fee-based program.

## 6.5 DBA AND SYSTEM ADMINISTRATION SUPPORT SERVICES

### 6.5.1 LEVEL 1 DATABASE ADMINISTRATION (DBA) SUPPORT

Level 1 Database Administration (DBA) Support is a standard feature of Tiburon's Master Support Agreement (MSA). Level 1 DBA Support services include the creation of production and training databases to be used by the Tiburon applications for Clients that do not have their own database administration (DBA) capabilities. Database services offered as part of the Level 1 DBA Support do not include preventive monitoring of the Client's databases. The Client's DBA is responsible for periodic database backups, backup functionality monitoring, periodic database maintenance, and database recoveries in the event of disaster. During the project phase, before "go live," Tiburon is available to assist with the database backup configuration. Thereafter, Tiburon will be available primarily for consultation to diagnosis/resolve database problems that are directly related to the Tiburon applications.

### 6.5.2 LEVEL 1 SYSTEM ADMINISTRATION SUPPORT

Tiburon provides Level 1 System Administration (SA) Support as a standard feature of the Master Support Agreement (MSA). For Clients who have qualified System Administrators, this plan provides the minimum assistance needed to ensure that operating systems, hardware, and networking function properly to support the Tiburon applications. Tiburon will provide support ranging from information-only, to applying minor changes (designation of minor change reserved to Tiburon), to providing resolution only for problems that may be encountered by supported Tiburon applications.



## 7. EXCLUSIONS TO TECHNICAL SUPPORT SERVICES

The following services are outside the scope of the Technical Support Services provided by Service Provider and may result in additional charges, on a time and material basis:

- (a) Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including but not be limited to, fire, flood, water, wind, lightning, and transportation of the System from one location to another.
- (b) Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or Customer's improper use, management or supervision of the System including, without limitation, the use of supplies and accessories. Proper use and environmental requirements are determined by the Product documentation.
- (c) Repair of problems caused by the use of the System for purposes other than for which it is designed.
- (d) Repair of problems caused by changes to the Hardware and/or the network made without obtaining Service Provider's prior approval.
- (e) Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, which material, software or equipment may be defective, of poor quality or incompatible with the System, and Service Provider shall not be obligated to repair or replace any component of the System which has not been installed by Service Provider or a Service Provider authorized technician.
- (f) Removal, relocation and/or reinstallation of the System or any component thereof.
- (g) Diagnosis time directly related to unauthorized components and/or misuse of the System, whether intentional or not.
- (h) Any design consultation such as, but not limited to, reconfiguration analysis, consultation with Customer for modifications and upgrades which are not directly related to a problem correction.
- (i) Provision of any operational supplies, including by not limited to, printer paper, printer ribbons, toner, printer cartridges, photographic paper, magnetic tape and any supplies beyond those delivered with the System.
- (j) Repair of problems caused by computer / network security breaches and/or virus attacks.
- (k) Repair or replacement of any Hardware not purchased from Service Provider and explicitly covered by a Service Provider warranty or maintenance program.

## 8. OPTIONAL MAINTENANCE PROGRAMS

Tiburon's Account Executive will work with the Client to identify the support programs that meet Client needs and to develop associated pricing. The matrix below describes the standard Level 1 services as well as the Level 2 and Level 3 services offered.

### 8.1 DATABASE ADMINISTRATION (DBA) SERVICES / SYSTEM ADMINISTRATION (SA) SERVICES

Tiburon offers optional added-cost Database Administration Support and System Administration service plans including Level 2 and Level 3 Extended Services. These Service Levels are compared side by side in the matrix below.

| Database Services                                        | Level 1            | Level 2  | Level 3     |
|----------------------------------------------------------|--------------------|----------|-------------|
| Set up application databases                             | ✓                  | ✓        | ✓           |
| Set up database backup to disk                           | ✓                  | ✓        | ✓           |
| Expand database disk space allocations as needed         | ✓                  | ✓        | ✓           |
| Support for Database Issues on Tiburon Applications      | Business Day (8x5) | 24x7     | 24x7        |
| Maintain Database Backup Scripts                         |                    | ✓        | ✓           |
| 24x7 Support for Database Issues on Tiburon Applications |                    | ✓        | ✓           |
| Disaster Recovery Planning and Set-Up                    |                    | ✓        | ✓           |
| Perform Database Recovery Procedures                     |                    | ✓        | ✓           |
| Monthly Report                                           |                    | ✓        | ✓           |
| Maintain database system accounts and passwords          |                    | ✓        | ✓           |
| 3 <sup>rd</sup> Party support login access               |                    | ✓        | ✓           |
| Twice Monthly Database Health Check & Maintenance        |                    | ✓        | ✓           |
| Database Upgrade Support                                 |                    | ✓        | ✓           |
| Monitoring of Backup Logs                                |                    | Monthly  | 2x Monthly  |
| Examination of Backup Tapes                              |                    | Monthly  | 2x Monthly  |
| Database Health Check & Maintenance                      |                    | Monthly  | 2x Monthly  |
| Database Tuning & Performance Monitoring                 |                    | Monthly  | 2x Monthly  |
| Rebuild Indexes                                          |                    | Annually | 2x Annually |
| Recovery Dry Run                                         |                    | Annually | 2x Annually |

| Systems Administration Services                                                        | Level 1 | Level 2            | Level 3      |
|----------------------------------------------------------------------------------------|---------|--------------------|--------------|
| Backup Planning Consultation and Scripts (UNIX only)                                   | ✓       | ✓                  | ✓            |
| Set-Up of Backup Scripts (UNIX only)                                                   | ✓       | ✓                  | ✓            |
| High-Availability Cluster Application Restart                                          | ✓       | ✓                  | ✓            |
| Expansion of File system Disk space Allocations                                        |         | ✓                  | ✓            |
| Application of Operating System Patches for Tiburon Applications                       |         | ✓                  | ✓            |
| Remote Monitoring for System Health                                                    |         | Business Day (8x5) | 24x7 Support |
| Perform Application Backup Activities                                                  |         | Business Day (8x5) | 24x7 Support |
| Operating Systems, Hardware and Networking Assistance                                  |         | Business Day (8x5) | 24x7 Support |
| Remote System Administration                                                           |         |                    | 24x7 Support |
| Perform Performance Analysis, Report and Adjustments to System Performance Parameters  |         |                    | Annually     |
| Review of Hardware and operating System on Named Services and Provide a Written Report |         |                    | Monthly      |

## **9. ADDITIONAL INFORMATION**

**NOTE:** As these become available there will be no additional cost to client to utilize.

### **9.1 DOCUMENTATION LIBRARY (COMING SOON)**

All current-version baseline documentation is posted in the Documentation Library for Client access and download. This includes documentation for all current product version baseline releases. A link to this Documentation Library can be found on the Tiburon Support Website.

### **9.2 CRYSTAL REPORT / SSRS REPORT SHARING POOL (COMING SOON)**

Clients can submit Crystal Reports or SSRS Reports to be posted in the Sharing Pool, which will be accessible by all Tiburon Clients.

### **9.3 CLIENT TSR REPORTS (COMING SOON)**

Standard SSRS Reports are available for Clients to obtain a formatted report of their TSRs or a non-formatted report in csv format. Reports may include all Open Cases (not closed) or All Cases regardless of status.

### **9.4 KNOWLEDGE BASE (COMING SOON)**

Clients can submit a string search against Call Description and Status/Solution data in the HEAT database to see if an issue had been submitted and a resolution is available to a common issue. The inquiry can also be filtered by System Type.

### **9.5 CUSTOMER FORUM (COMING SOON)**

The Customer Forum will allow communications between Tiburon Clients on common issues or topics.

### **9.6 TIBURON USER GROUP**

The Tiburon User Group provides an important vehicle for communicating with other users and Tiburon staff. Each year, Tiburon hosts a User Group conference, offering training sessions, presentations and product demonstrations. The annual conference enhances communication among users, introduces new products and product upgrades, and provides working sessions focused on specific areas of user interest. Each agency can send as many representatives to the annual conference as desired, at the then current per attendee registration fee. The attendee fees help to offset a portion of the expenses we incur to ensure a high-quality event for our Clients.

## 9.7 PRODUCT STEERING COMMITTEES

Product Steering Committees allow Tiburon Clients to participate in product development and direction for all major Tiburon applications. Each Product Steering Committee is composed of a chairperson elected by the Tiburon User Group, and up to five additional members selected by the chairperson. The Product Steering Committee members solicit input from Tiburon Clients licensed for each product line, and compile suggested product changes to discuss at the annual Product Steering Committee meetings, which are held in the spring. A Tiburon product advocate and Tiburon product technical lead attend the annual Product Steering Committee meetings. Each session begins with a full demonstration of the current product version, followed by a discussion of potential changes and enhancements. As a result of these discussions, the Product Steering Committees determine which changes will be applied to the next product version.

Product Steering Committee information is accessible via the password protected area of Tiburon's website. Posted information includes annual Product Steering Committee Enhancement lists, as well as Product Steering Committee issues submitted by Clients for discussion at the next annual Product Steering Committee meeting.

4  
**EXHIBIT A - ADDENDUM**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

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

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

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

**7. Non-Discrimination Requirements.**

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

**8. Wage and Hours Provisions.**

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

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

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

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

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

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

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

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

**12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in

Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

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

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

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

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

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