



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 May 9, 2018

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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AVAILABLE ON WEBSITE ONLY
www.ocgov.net



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building

800 Park Avenue ♦ Utica, New York 13501-2975

(315) 798-5910 ♦ fax: (315) 798-5603 ♦ www.ocgov.net

Anthony J. Picente, Jr.

County Executive

Peter M. Rayhill

County Attorney

FN 20 18-141

READ & FILED

May 3, 2018

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

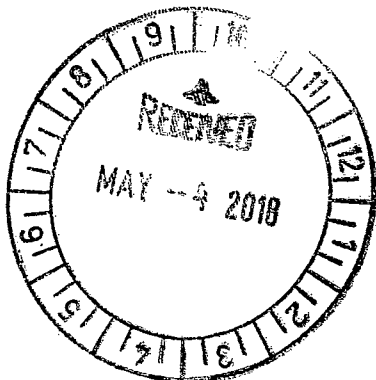
Re: Personal Care Services Agreement

Dear Chairman Fiorini:

Recently, the Department of Social Services submitted an agreement to the Board of Legislators for approval. The agreement is for the provision of Personal Care services to eligible Medicaid clients which allows individuals to remain at home and reduces the need for higher levels of care.

It was the Department's request that the agreement, once approved, would serve as a template for six (6) agencies to provide this service for Oneida County. Over the course of the contract process it has come to the Department's attention that the requested Umbrella insurance requirement of \$5,000,000 exceeds the insurance limits of some of the agencies, thereby excluding them from providing this cost-saving service to Oneida County. Therefore, I would like to advise the Board of Legislators that it is the Department's intention to reduce the minimum requirement of Umbrella insurance to \$1,000,000.

Should the Board of Legislators feel that it is necessary to approve the agreement with this amended term, kindly advise me so that I may submit the appropriate documents.



Thank you,

Maryangela Scalzo

Maryangela Scalzo

Assistant County Attorney

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO:

FN 20 18/142

WAYS & MEANS

INTRODUCED BY: ALL MEMBERS

2ND BY:

RE: PROCLAIMING JUNE, 2018 "DAIRY MONTH" IN ONEIDA COUNTY

WHEREAS, Oneida County is one of the leaders in the production of dairy products in New York State, with over 200 dairy farms with over 17,000 milking cows producing over 150,000 gallons of milk per day, having an economic impact in the millions of dollars in regional sales; and

WHEREAS, According to the latest statistics, across the County, milk sales have an economic impact on the local economy of over 200 million dollars and provided employment for thousands of people, proving that dairy farming is indeed "big business" in Oneida County; and,

WHEREAS, The Dairy Industry continues to persevere in the marketing of wholesome dairy products such as butter, cream and cheese. Not only is dairy a healthy product, it is produced here in Oneida County 365 days a year; and,

WHEREAS, The Oneida County Board of Legislators wishes to acknowledge, support and show its appreciation for the Dairy Industry in Oneida County and for the fine family farmers and business people who make major contributions to both our economy and our quality of life; and

WHEREAS, Today, this Board congratulates the newly crowned Oneida County Dairy Princess for 2018, Miss Kathleen Gallagher and thank her for her duties and her tireless efforts traveling around the County in the promotion of dairy products; now, therefore, be it

RESOLVED, That the MONTH OF JUNE, 2018, HAS BEEN DECLARED "DAIRY MONTH" in Oneida County; and be it further

RESOLVED, That the Oneida County Board of Legislators calls on all citizens of Oneida County to support our local dairy industry by buying real dairy products.

Dated: June 13, 2018

Adopted by the following vote:

AYES NAYS ABSENT

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

April 25, 2018

FN 20 18 - 143

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

GOVERNMENT OPERATIONS

Dear Mr. Picente:

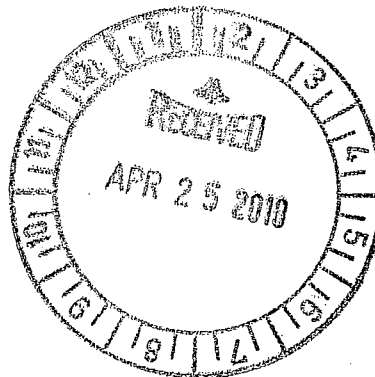
Enclosed, please find a proposed resolution regarding the semi-annual report on Mortgage Tax Receipts.

Please submit this to the Board of Legislators for their full approval.

Thank you.

Very truly yours,

Anthony Carvelli
Commissioner of Finance



AC/bad

Enclosure

cc: Mike Billard, Clerk of the Board

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

Anthony J. Picente, Jr.
County Executive
Date 4-25-18

MORTGAGE TAX RECEIPTS AND DISTRIBUTION

FOR THE PERIOD ENDING MARCH 2018

WHEREAS: The Oneida County Clerk and the Commissioner of Finance Have prepared and submitted to the Board of County Legislators their joint Semi-annual report on the Mortgage Tax Receipts, and:

WHEREAS: This report shows the credit statement to the sum of \$1,313,017.85 to be distributed to the various towns, cities and villages pursuant to Section 261 of the Tax Law, now therefore, be it hereby

RESOLVED: That the Oneida County Commissioner of Finance be, and hereby is authorized and directed to remit payments in the amount shown in said semi-annual report on the Mortgage Tax Receipts.

APPROVED:



**Department of
Taxation and Finance**

April 24, 2018

Ms. Sandra J. DePerno
Oneida County Clerk
800 Park Avenue
Utica, NY 13501

Re: Semi-Annual Report for the period October 1, 2017 through March 31, 2018.

Dear Ms. DePerno,

Your joint Semi-Annual Report, New York Form AU-202, which we received on April 20, 2018, is approved. The net amount of \$1,313,017.85 due to the respective tax districts is recognized. The report may be submitted to your County Legislative Body for their action, pursuant to Section 261 of the Tax Law.

Sincerely yours,

A handwritten signature in black ink that reads "Joseph Mayer".

Joseph Mayer
Excise Tax Technician 2
Telephone: (518) 862-6074



COUNTY OF **Oneida**
 CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

FOR THE PERIOD OF October 2017

THROUGH March 2018

APR 11 2018

TAX RATE 0.9126226120

ONEIDA COUNTY
 COMMISSIONER OF FINANCE

NEW YORK STATE MORTGAGE TAX SEMIANNUAL REPORT I

RECEIVED

Months	BASIC TAX DISTRIBUTED				TREASURER			ALL OTHER TAXES DISTRIBUTED			
	1 Basic Tax Collected	2 Interest Received by Recording Officer	3 Recording Officers Expense	4 Refunds or Adjustments	5 Amount Paid Treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest Received by Treasurer	7 Treasurer's Expense	8 Tax Districts Share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special Assistance Fund
Oct	371,123.50	27.74	19,770.61	0.00	351,380.63	0.00	351,380.63	0.00	193,394.81		143,820.47
Nov	239,207.00	26.30	21,610.13	0.00	217,623.17	0.00	217,623.17	0.00	99,531.49		73,015.80
Dec	249,472.35	53.70	21,179.65	0.00	228,346.40	0.00	228,346.40	0.00	108,050.75		81,319.72
Jan	204,051.50	12.27	21,289.87	0.00	182,773.90	0.00	182,773.90	0.00	83,909.68		65,936.09
Feb	179,084.00	15.57	21,012.04	0.00	158,087.53	0.00	158,087.53	0.00	73,262.37		60,148.36
Mar	195,792.00	11.96	20,997.74	0.00	174,806.22	0.00	174,806.22	0.00	83,218.92		64,520.22
Apr											
May											
Jun											
Jul											
Aug											
Sep											
Totals	1,438,730.35	147.54	125,860.04	0.00	1,313,017.85	0.00	1,313,017.85	0.00	641,368.02		488,760.66

[Signature]
 Recording Officer

[Signature]
 Treasurer

PART II

Statement
 (Column 5) The "taxes collected" shown in column 2 were
 adjusted for the following items:
 1. Changes covering real property in the respective tax districts.
 2. Deductions to make adjustments and correct errors are
 shown in column 3 and 4, respectively. Authority for these additions and
 deductions is given by the orders of the Taxation Department noted on the
 bottom of this part.

Credit Statement
 (Column 6) This column is the net
 amount due to each tax district for
 which the Board of Supervisors
 shall issue its warrant or warrants.

MUNICIPALITY	2 Taxes Collected	3 *Additions	4 *Deductions	5 Taxes Adj Corr	6 Amount Due Tax District
ANNSVILLE	9,508.39	0.00	0.00	9,508.39	8,677.57
AUGUSTA	5,494.00	0.00	0.00	5,494.00	5,013.95
AVA	2,789.00	0.00	0.00	2,789.00	2,545.30
BOONVILLE	21,519.00	0.00	0.00	21,519.00	19,638.73
BRIDGEWATER	3,101.00	0.00	0.00	3,101.00	2,830.04
CAMDEN	23,245.00	0.00	0.00	23,245.00	21,213.91
DEERFIELD	37,616.00	0.00	0.00	37,616.00	34,329.21
FLORENCE	4,519.50	0.00	0.00	4,519.50	4,124.60
FLOYD	21,906.50	0.00	0.00	21,906.50	19,992.37
FORESTPORT	27,342.50	0.00	0.00	27,342.50	24,953.38
KIRKLAND	95,958.50	0.00	0.00	95,958.50	87,573.90
LEE	37,846.75	0.00	0.00	37,846.75	34,539.80
MARCY	49,920.50	0.00	0.00	49,920.50	45,558.58
MARSHALL	14,385.46	0.00	0.00	14,385.46	13,128.50
NEW HARTFORD	290,940.20	0.00	0.00	290,940.20	265,518.61
PARIS	23,973.00	0.00	0.00	23,973.00	21,878.30
REMSEN	13,890.00	0.00	0.00	13,890.00	12,676.33
ROME	167,940.13	0.00	0.00	167,940.13	153,265.96
SANGERFIELD	23,806.04	0.00	0.00	23,806.04	21,725.93
STEUBEN	5,840.50	0.00	0.00	5,840.50	5,330.17
TRENTON	39,536.50	0.00	0.00	39,536.50	36,081.90
UTICA	230,674.71	0.00	0.00	230,674.71	210,518.96
VERNON	48,049.00	0.00	0.00	48,049.00	43,850.60
VERONA	43,366.00	0.00	0.00	43,366.00	39,576.79
VIENNA	31,397.62	0.00	0.00	31,397.62	28,654.18
WESTERN	17,557.00	0.00	0.00	17,557.00	16,022.92
WESTMORELAND	28,447.95	0.00	0.00	28,447.95	25,962.24
WHITESTOWN	118,159.60	0.00	0.00	118,159.60	107,835.12
Total Tax Districts	1,438,730.35	0.00	0.00	1,438,730.35	1,313,017.85

*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers

RECEIVED

APR 11 2018

ONEIDA COUNTY
 COMMISSIONER OF FINANCE

Anthony J. Picente, Jr
Oneida County Executive



John P. Talerico
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

May 2, 2018

FN 20 18-144

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

GOVERNMENT OPERATIONS

WAYS & MEANS

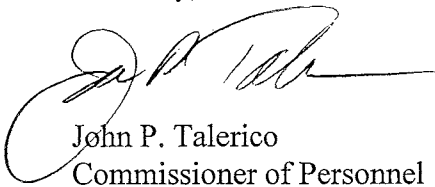
Dear County Executive Picente:

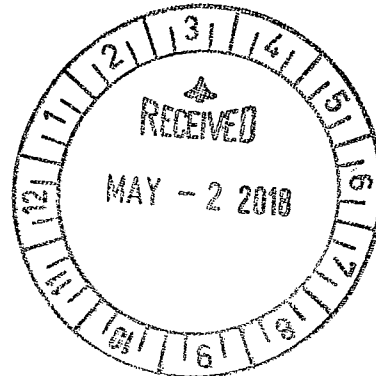
I have attached the job specification for the title of Network Systems Engineer. I have added the title to the Oneida County Classification Plan, and I am recommending the salary for this title be set at Grade 37W, Step 2 at \$55,253. I am not requesting a position be created at this time, only that the salary be set.

The Department of Central Services has expressed the need to have an in-house staff member that has a high level of expertise in working hands-on with complex network infrastructure. This level of experience is currently not met by any position within the department. Presently, the position of Network Systems Engineer is filled by a contractor, but the need for such a position within the department itself has become highly urgent in order for Central Services to have complete control over the architecture of our systems.

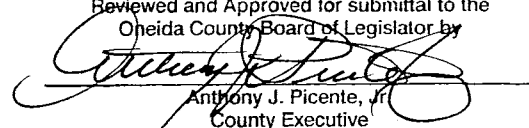
If you concur, please forward this letter to the Board of Legislators and ask that they set the salary for the title Network Systems Engineer at Grade 37W, Step 2 at \$55,253.

Sincerely,


John P. Talerico
Commissioner of Personnel



Copy: AnneMarie Ambrose, Director of Central Services
County Attorney
Budget

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

Anthony J. Picente, Jr.
County Executive
Date 5-2-18

Anthony J. Picente Jr.
County Executive



AnneMarie Ambrose
Director

ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

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

John P. Talerico
Commissioner
Oneida County Department of Personnel
800 Park Avenue
Utica, New York 13501

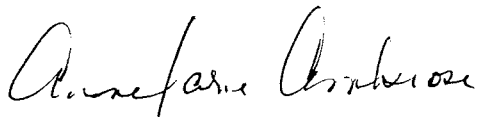
APR 25 2018
PERSONNEL
DEPARTMENT
RECEIVED

Re: Network Engineering Justification

April 23, 2018

Oneida County technology has evolved from one dimensional computers from the 1990 to enterprise data driven topologies. As with most technology departments, the last 1990's to early 2000's were met with IT transformation from Computer Technicians who put CD's in cd drives one after another from computer to computer manually to software that is pushed out from servers in a server room. The network architecture has expanded so much that no longer are technicians qualified enough to handle the intellectual requirements of architecting these complex networks. Technicians can set up computers and push out software as needed but the real connectivity, the connectivity to the internet and all of the protections that are necessary therein, require a higher level of experience. The trend has moved to enterprise management. Software is hosted on servers and 'pushed out' to local computers from the back end. The Network Administrators are still involved but at mid-level requirement. In Oneida County Central Services, we do not have an individual who can take deep dives into the architecture and do deep level troubleshooting and configuration. There is a need for at least two Network Engineers in house to complete this task. Currently, we have a contract with an outside vendor to complete these tasks. If that outside vendor were to move that one individual to another location, our network would be severely impacted. This would be the case no matter how much documentation or schematics we may have. That being said, a Network Engineer is not the same as a Network Manager but they could be the same individual. A Network Manager would be the person to coordinate the work flow and manage renewals and procurements so the Network Engineer can execute the plan. A Network Engineer would need to be more intimately involved in the configuration of the network architecture. This position would get 'under the hood' of the network regularly and as in Oneida County Central Services case, would need to know how several buildings are connected and all of the required redundancies. They would need to know how all of these connect and are recovered in the event of a disaster. The knowledge base is much deeper than a current Network Administrator I or Network Administrator II. The position would need to design systems and connect these systems as well as provide that plan in the event of a disaster. The position would be more technical than a technician or a Network Admin I or II. An analogy could be : a technician or Network Admin I or II would be the

employee to push the button. The Network Engineer would be the employee who knows and evaluates what happens when the button is pushed. They are also the person who knows how all of the existing systems interact with each other. Oneida County Central Services is also preparing to take over the telephony for the county. Modern telephony is no longer plugging into the wall with wiring that goes to one central location. Voice over IP telephony is the newest form of telephony and is completely managed on a network server. It requires a higher skill set and complex troubleshooting skills. Much of the infrastructure that Oneida County Central Services uses is contracted. There is currently no one member of the team that can attend to the high level of enterprise problems or connectivity that we have on site. There may be a question of how we do it thus far? As mentioned, Oneida County Central Services contracts Network Engineering with a local vendor at this time. These highly technical skills must be in house. The topography is complex and proprietary and vendors should be able to assist but should not have 100% authority over the architecture of our systems. A vendor is valuable as they are educated on the newest technologies. They should help us implement functional systems and from there a Network Engineer should take that project over in-house. With the assistance of the support Network Administrators on staff, that Network Engineer should be able to pull the system apart if need be and configure the system with forward progress. Our current staff have middle to lower end skills. They do not have the deep levels of experience with complex network infrastructure. There is a need for at least one Network Engineer to help guide all of the Oneida County buildings into one supported, backed up, redundant architecture.



AnneMarie Ambrose

Director, Central Services

Jurisdictional Class: Competitive
EEO Category: Technicians
Adopted: 04/23/2018

NETWORK SYSTEMS ENGINEER

DISTINGUISHING FEATURES OF THE CLASS: This is a highly technical position responsible for the design, installation, adjustment, and maintenance of core infrastructure equipment and systems. The primary duties also include maintaining network security, and the incumbent serves as a subject matter expert (SME) in cyber defense. The work involves continuous evaluation of existing infrastructure equipment with attention to advancing technologies. The incumbent is responsible for ensuring the stability and integrity of in-house voice, data, communication, and wireless technologies. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Installs, adjusts, and maintains core infrastructure equipment and systems including, but not limited to, data communication equipment, storage area networks, switched IP network equipment, cyber defense and border network equipment, virtual and physical servers, network management and monitoring equipment, land-mobile radio systems, point-to-point microwave, and wireless LAN systems;

Designs, implements, and maintains systems to include call managers, PBXs, transmission equipment, VOIP, and digital and analog instruments;

Develops implementation plans for new systems, including engineering, training, and installation plans, method of procedure (MOP), bill of material, and circuit cut sheets;

Produces documentation on all related systems, such as network diagrams, operation manuals, configuration records, and technical procedures;

Responds to system outages and coordinates with support vendors to resolve problems;

Utilizes software and hardware tools to diagnose complex network and telephone problems;

Conducts routine testing of network elements, including fiber and copper cabling, layer 2 and 3 links using packet analyzer, OTDR or T-BERD;

Performs server and security audits, system backups, and recovery;

Assists in formulating policies and standards;

May attend conferences and seminars to stay up to date on latest job knowledge;

May oversee work of contractors in relation to infrastructure equipment and systems.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of LAN, WAN, WLAN, and WWAN network systems, including those used for voice, video, and data systems; thorough knowledge of network capacity planning, network security principles, and general network management best practices; good knowledge of applicable data privacy practices and laws; ability to design, engineer, install, update and maintain LAN and WAN networks; ability to analyze system problems and implement workable solutions; ability to effectively prioritize tasks in a high-pressure environment; strong customer service orientation; physical condition commensurate with the demands of the position.

continued...

MINIMUM QUALIFICATIONS: Either:

- (A) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree in Cyber Security, Computer Information Systems, Telecommunications or Network Engineering **AND** two (2) years of experience in local area network (LAN)/wide area network (WAN) implementation and maintenance; **OR**
- (B) Graduation from a regionally accredited or New York State registered college or university with an Associate's Degree in Cyber Security, Computer Information Systems, Telecommunications or Network Engineering **AND** four (4) years of experience in local area network (LAN)/wide area network (WAN) implementation and maintenance.

SPECIAL REQUIREMENT: Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

Adopted: 04/23/2018



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 1, 2018

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

FN 20 18 145

GOVERNMENT OPERATIONS
WAYS & MEANS

Dear Honorable Members:

The Director of Central Services has requested two new part-time clerk positions to help ease the increasing workload Central Services is experiencing with moving paper records to laser fiche. Although new technologies have made all of our lives easier it is still a very labor intensive process to get the county records into a digital format.

Central Services has done an excellent job with its current staff and they are to be commended for a job well done, but they need help. Now is the time to give this department some additional hands to help the over stressed staff.

Fortunately, there are funds available in the Contingent – Salaries Account which will cover these necessary expenses and will be able to fund these two new temporary help positions.

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

TO:

AA# A1610.102 Central Services / Temporary Help.....	\$ 21,155.00
AA# A1610.830 Central Services / Social Security.....	1,618.00
AA# A1610.840 Central Services / Workers Compensation.....	592.00
AA# A1610.850 Central Services / Unemployment.....	53.00
Total.....	\$ 23,418.00

FROM:

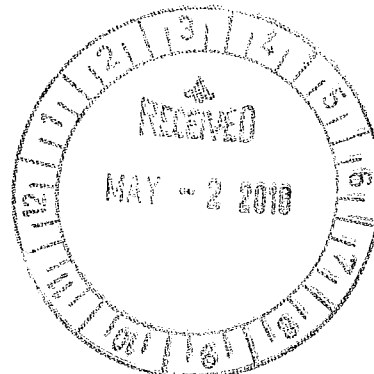
AA# A1992.9 Budget / Contingent Salaries.....	\$ 23,418.00
-----------------------------------------------	--------------

Thank you for your consideration of this piece of legislation.

Respectfully submitted,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Director of Central Services
Budget Director





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

April 27, 2018

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

FN 20 18-146

GOVERNMENT OPERATIONS
WAYS & MEANS

Dear Honorable Members:

The Oneida County land line phone system and cell phones have been traditionally handled by the Department of Public Works Buildings and Grounds Division. Currently, the telephone systems have not been working as effectively and efficiently as they should be. New technologies are being developed every day in the communications field and it is an Oneida County priority to provide the best communications systems possible for all county employees. After much discussion with the DPW Commissioner and the Director of Central Services, I have decided to ask the Director of Central Services to assume responsibility for all of Oneida County's communication networks including the phone systems.

As a result of this change it will be necessary to do some budget transfers to reflect Central Services taking over the responsibility of the phone systems. It will also be necessary to move some personnel from the Buildings and Grounds cost center to Central Services cost center

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

TO:

AA# A1610.416 Central Services / Telephone.....	\$ 75,396.00
AA# A1610.4163 Central Services / Cell Phone.....	99,617.00
AA# A1610.101 Central Services / Salaries.....	42,678.00
AA# A1610.102 Central Services / Temporary Help.....	6,355.00
AA# A1610.830 Central Services / Social Security.....	3,751.00
AA# A1610.840 Central Services / Workers Compensation.....	1,373.00
AA# A1610.850 Central Services / Unemployment.....	123.00
AA# A1610.860 Central Services / Health Insurance.....	<u>16,604.00</u>
Total.....	\$ 245,897.00

FROM:

AA# A1620.416 DPW - B & G / Telephone.....	\$ 75,396.00
AA# A1620.4163 DPW - B & G / Cell Phone.....	99,617.00
AA# A1620.101 DPW - B & G / Salaries.....	42,678.00
AA# A1620.102 DPW - B & G / Temporary Help.....	6,355.00
AA# A1620.830 DPW - B & G / Social Security.....	3,751.00
AA# A1620.840 DPW - B & G / Workers Compensation.....	1,373.00
AA# A1620.850 DPW - B & G / Unemployment.....	123.00
AA# A1620.860 DPW - B & G / Health Insurance.....	<u>16,604.00</u>
Total.....	\$ 245,897.00

TO:

RA# A1610. A1287 Central Services / Reimb. For Telephone.....	\$ 165,058.00
RA# A1610. A1289 Central Services / Reimb. For Cell Phone.....	103,047.00
RA# A1610. A2225 Central Services / Reimb. For Telephone / Other Govs.....	<u>2,947.00</u>
Total.....	\$ 271,052.00

FROM:

RA# A1620. A1287 DPW – B & G / Reimb. For Telephone.....	\$ 165,058.00
RA# A1620. A1289 DPW – B & G / Reimb. For Cell Phone.....	103,047.00
RA# A1620. A2225 DPW – B & G / Reimb. For Telephone / Other Govs...	<u>2,947.00</u>
Total.....	\$ 271,052.00

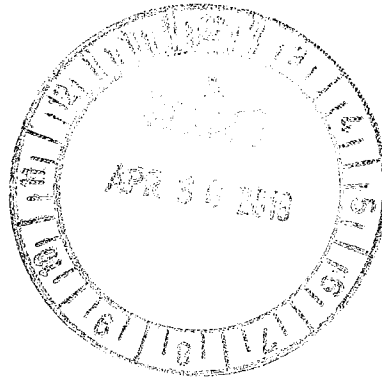
Thank you for your consideration of this piece of legislation.

Respectfully submitted,



Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Director of Central Services
Commissioner of DPW
Budget Director



Griffiss International Airport



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

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

FN 20 18-147

March 14, 2018

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

AIRPORT WAYS & MEANS

Re: Lease Agreement – Adam Brement, Suite 234 Located in Bldg 660

Dear County Executive Picente,

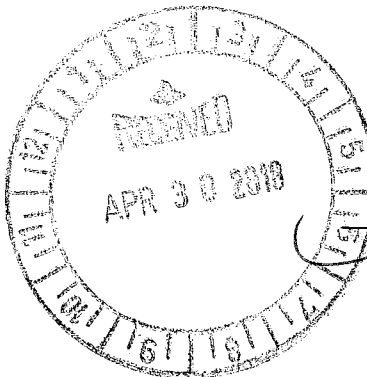
Please consider acceptance of this Lease Agreement between Griffiss International Airport and Adam Brement 1505 North James Street, Rome, NY 13440

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

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

Sincerely,

Chad Lawrence
Commissioner of Aviation



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

Anthony J. Picente, Jr.
County Executive

Date 4-30-18

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: Adam Brement
1505 North James Street
Rome, New York 13440

Title of Activity or Service: Lease

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

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services: This is a lease agreement 134 square feet of office space in Suite 234, 660 Hangar Road, Rome. The lease has a one (1) year term but is automatically renewed annually for up four additional one-year terms, unless notice to the contrary is received from the tenant.

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

3) Program Design and Staffing: N/A

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

Oneida County Dept. Funding Recommendation: \$2,412.00 in revenue for the initial term.

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

Cost Per Client Served: N/A

Past Performance Data: None

O.C. Department Staff Comments:

Griffiss International Airport



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

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

LEASE AGREEMENT

This LEASE AGREEMENT (hereafter referred to as the "Lease Agreement") is made and entered into this _____ day of _____, 2018, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and Adam Brement 1505 North James Street, Rome, New York 13440 (hereinafter referred to as "Tenant").

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

1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, a total of 134 +/- square feet of office space within the building commonly referred to as suite 234, 660 Hangar Road, Rome, New York, as more particularly shown on **Exhibit "A"** annexed hereto, hereinafter referred to as "Demised Premises."

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

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

2. Term.

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

prior to the commencement of any Renewal Term. Also, the Tenant hereby agrees that the rent to be charged during such tenancy shall be increased each March 1 by adding three percent (3%) to the base rent that was in effect during the immediately preceding twelve (12) months.

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

3. Base Rent.

a. As and for the use of the Demised Premises, the Tenant shall pay Rent during the Initial Term of this Lease Agreement in the total sum of Two Thousand Four Hundred Twelve and 00/100 Dollars (\$2,412.00), payable over twelve (12) equal monthly installments of Two Hundred One and 00/100 Dollars (\$201.00) each.

b. The Rent to be charged during the First Renewal Term would be the total sum of Two Thousand Four Hundred Eighty-Four and 36/100 Dollars (\$2,484.36), payable in twelve (12) equal monthly installments of Two Hundred Seven and 03/100 Dollars (\$207.03).

c. The Rent to be charged during the Second Renewal Term would be the total sum of Two Thousand Five Hundred Fifty-Eight and 89/100 Dollars (\$2,558.89), payable in twelve (12) equal monthly installments of Two Hundred Thirteen and 24/100 Dollars (\$213.24).

d. The Rent to be charged during the Third Renewal Term would be the total sum of Two Thousand Six Hundred Thirty-Five and 66/100 Dollars (\$2,635.66), payable in twelve (12) equal monthly installments of Two Hundred Nineteen and 64/100 Dollars (\$219.64).

e. The Rent to be charged during the Fourth Renewal Term would be the total sum of Two Thousand Seven Hundred Fourteen and 73/100 Dollars (\$2,714.73), payable in twelve (12) equal monthly installments of Two Hundred Twenty-Six and 23/100 Dollars (\$226.23).

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

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

4. Security Deposit.

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

5. Insurance and Indemnification.

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

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

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

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

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

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

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

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

iii. Commercial Umbrella

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

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

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

iv. Workers' Compensation and Employers Liability

1. Statutory limits apply.

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

c. **Certificates of Insurance:** Prior to occupancy the Tenant shall provide a certificate of insurance to the Landlord. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Tenant's Commercial General Liability Policy. These certificates

and the insurance policies required above and annexed hereto as **Exhibit "C,"** which is hereby incorporated by reference, contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Landlord.

d. Indemnification:

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

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

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

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

County of Oneida, Landlord

Adam Brement

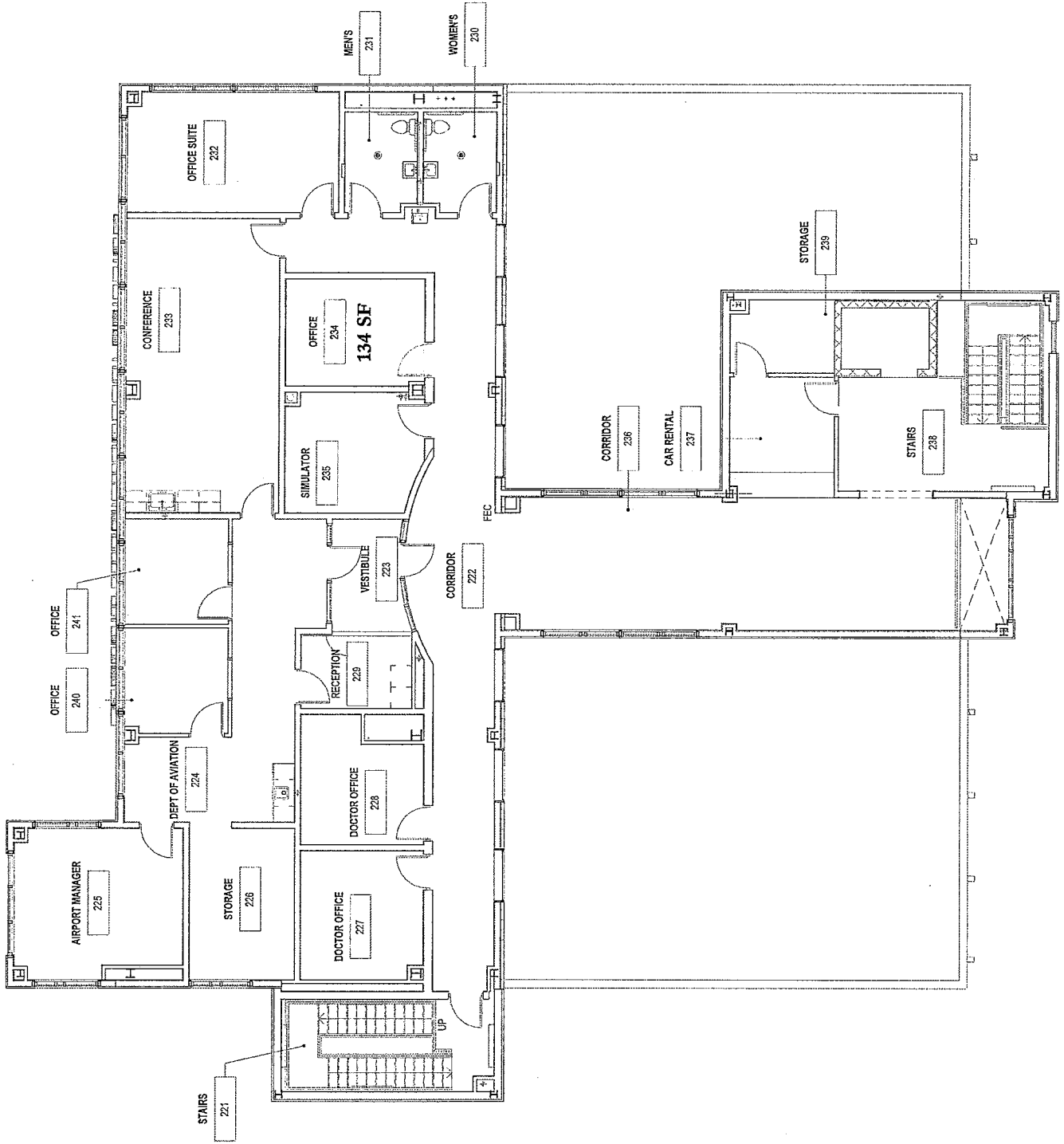
By: _____
Anthony J. Picente, Jr.
County Executive

By:  _____

Approved:

Amanda Lynn Cortese
Special Assistant County Attorney

EXHIBIT A



BUILDING #660 - SECOND FLOOR PLAN

EXHIBIT B

EXHIBIT B - GENERAL TERMS AND CONDITIONS

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

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

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

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

5. Permitted Uses; Prohibited Uses.

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

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

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

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

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

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

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

9. Environmental Obligations and Indemnity.

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

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

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

11. Obligations of Tenant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Reservation of Rights by Landlord.

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

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

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

14. Right of Access and Inspection.

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

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

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

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

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

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

19. Sublease.

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

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

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

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

22. Alterations; Liens.

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

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

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

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

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

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

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

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

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

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

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

27. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Griffiss International Airport



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

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

LEASE AGREEMENT

This LEASE AGREEMENT (hereafter referred to as the "Lease Agreement") is made and entered into this _____ day of _____, 2018, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and Adam Brement 1505 North James Street, Rome, New York 13440 (hereinafter referred to as "Tenant").

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

1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, a total of 134 +/- square feet of office space within the building commonly referred to as suite 234, 660 Hangar Road, Rome, New York, as more particularly shown on Exhibit "A" annexed hereto, hereinafter referred to as "Demised Premises."

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

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

2. Term.

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

prior to the commencement of any Renewal Term. Also, the Tenant hereby agrees that the rent to be charged during such tenancy shall be increased each March 1 by adding three percent (3%) to the base rent that was in effect during the immediately preceding twelve (12) months.

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

3. Base Rent.

a. As and for the use of the Demised Premises, the Tenant shall pay Rent during the Initial Term of this Lease Agreement in the total sum of Two Thousand Four Hundred Twelve and 00/100 Dollars (\$2,412.00), payable over twelve (12) equal monthly installments of Two Hundred One and 00/100 Dollars (\$201.00) each.

b. The Rent to be charged during the First Renewal Term would be the total sum of Two Thousand Four Hundred Eighty-Four and 36/100 Dollars (\$2,484.36), payable in twelve (12) equal monthly installments of Two Hundred Seven and 03/100 Dollars (\$207.03).

c. The Rent to be charged during the Second Renewal Term would be the total sum of Two Thousand Five Hundred Fifty-Eight and 89/100 Dollars (\$2,558.89), payable in twelve (12) equal monthly installments of Two Hundred Thirteen and 24/100 Dollars (\$213.24).

d. The Rent to be charged during the Third Renewal Term would be the total sum of Two Thousand Six Hundred Thirty-Five and 66/100 Dollars (\$2,635.66), payable in twelve (12) equal monthly installments of Two Hundred Nineteen and 64/100 Dollars (\$219.64).

e. The Rent to be charged during the Fourth Renewal Term would be the total sum of Two Thousand Seven Hundred Fourteen and 73/100 Dollars (\$2,714.73), payable in twelve (12) equal monthly installments of Two Hundred Twenty-Six and 23/100 Dollars (\$226.23).

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

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

4. Security Deposit.

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

5. Insurance and Indemnification.

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

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

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

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

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

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

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

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

iii. Commercial Umbrella

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

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

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

iv. Workers' Compensation and Employers Liability

1. Statutory limits apply.

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

c. **Certificates of Insurance:** Prior to occupancy the Tenant shall provide a certificate of insurance to the Landlord. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Tenant's Commercial General Liability Policy. These certificates

and the insurance policies required above and annexed hereto as Exhibit "C," which is hereby incorporated by reference, contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Landlord.

d. Indemnification:

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

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

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

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


County of Oneida, Landlord

Adam Brement

By:

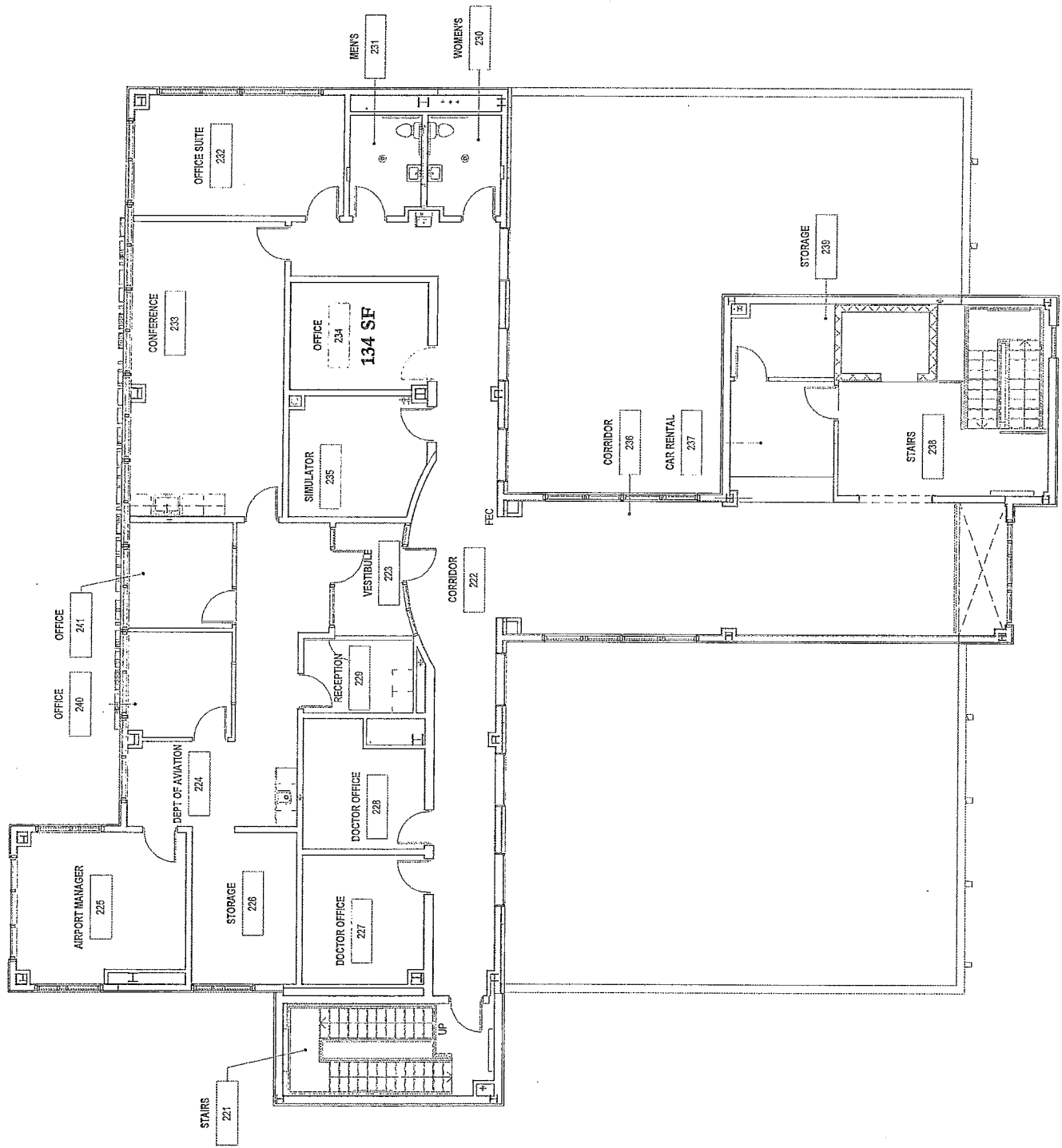
Anthony J. Picente, Jr.
County Executive

By:



Approved:

Amanda Lynn Cortese
Special Assistant County Attorney



BUILDING #660 - SECOND FLOOR PLAN

EXHIBIT B - GENERAL TERMS AND CONDITIONS

- 1. Late Charge.** If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of five percent (5%) of the amount due, in addition to any reasonable attorneys' fees, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.
- 2. Proration of Rent.** In the event that the Term of this Lease Agreement begins or terminates on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Demised Premises was enjoyed by Tenant.
- 3. Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 660 Hangar Road, Rome, NY 13441, or to such other place or places as Landlord may, from time to time, designate, in writing.
- 4. Security Deposit.** The Security Deposit, if any, shall be returned to Tenant upon expiration or termination of this Lease Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of this Lease Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under this Lease Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within three (3) days after receipt of such demand, such failure shall constitute a material breach of the Lease Agreement.
- 5. Permitted Uses; Prohibited Uses.**

 - a.** The Demised Premises shall be used by the Tenant only for the purposes identified in the Lease Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Demised Premises unless otherwise approved by Landlord and the local fire marshal. Storage of non-aviation items in the Demised Premises is not allowed. Kerosene or gas-fired heaters or any type of open-flame heaters or devices are prohibited in the Demised Premises.
 - b.** In that the Demised Premises are located at the Griffiss International Airport, Tenant shall not use the Demised Premises in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport (hereinafter referred to as "Airport"). Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Demised Premises are suitable for Tenant's intended use.
 - c.** Tenant will not make or permit any use of the Demised Premises that would be (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or cause the Landlord to incur liability under any laws relating to the use and storage of hazardous materials.
- 6. Ingress and Egress.** Tenant shall have reasonable right of ingress and egress across Landlord's adjoining property in common with others in order to obtain access to the Demised Premises. The ramp areas and taxi-lanes adjacent to the Demised Premises shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the Term of this Lease Agreement and any renewals thereof.
- 7. Utilities and Services.** Landlord shall be responsible for providing all utilities and services, including without limitation, electricity, water, gas and sewer services furnished to the Demised Premises, without contribution or apportionment from the Tenant. The Landlord shall not be liable for any interruption or delay in such utility services unless such delay or interruption is caused by the Landlord's negligence or willful misconduct.
- 8. Casualty.** In the event that the Demised Premises or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate, provided that the Demised Premises are not rendered

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

9. Environmental Obligations and Indemnity.

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

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

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

11. Obligations of Tenant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Reservation of Rights by Landlord.

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

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

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

14. Right of Access and Inspection.

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

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

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

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

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

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

19. Sublease.

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

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

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

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

22. Alterations; Liens.

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

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

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

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

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

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

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

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

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

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

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

27. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Griffiss International Airport



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

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

April 26, 2018

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

FN 20 18-148

AIRPORT

WAYS & MEANS

Re: Mercy Flight Central

Dear Mr. Picente:

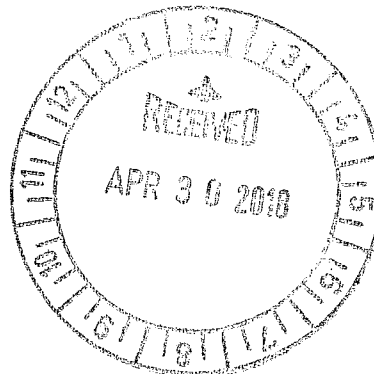
Please consider acceptance of this Lease Agreement between Oneida County, Department of Aviation and Mercy Flight Central.

The Lease Agreement provides for an initial term of one (1) year. Mercy Flight Central provides emergency helicopter services from Griffiss International Airport.

If you concur with this agreement, please forward this request to the Oneida County Board of Legislatures for their consideration.

Sincerely,

Chad Lawrence
Commissioner
Oneida County Department of Aviation



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

Anthony J. Picente, Jr.
County Executive

Date 4-30-18

Oneida Co. Department: Aviation

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS - SUMMARY**

Name of Proposing Organization: Mercy Flight Central
2525 Brickyard Drive
Canandaigua, NY 14424

Title of Activity or Service: Lease Agreement

Proposed Dates of Operation: June 1, 2018 – May 31, 2018

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services

Hangar lease agreement for Nosedock 782

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$ _____ **Account #** 5620

Oneida County Dept. Funding Recommendation: \$0

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

Federal: \$ _____ **State:** \$ _____ **County:** _____

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

Griffiss International Airport



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

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

LEASE AGREEMENT

This LEASE AGREEMENT (hereafter referred to as the "Lease Agreement") is made and entered into this _____ day of _____, 2018, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and **MERCY FLIGHT CENTRAL, INC.**, a domestic not-for-profit corporation organized under the laws of the State of New York, with its principal place of business at 2420 Brickyard Road, Canandaigua NY 14424, with offices at 645 Bomber Drive, Rome, NY 13441, (hereinafter referred to as "Tenant");

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

1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, a total of 1,000+/- square feet of building space AND 1,500+/- square feet of hangar space within the building commonly referred to as the "Nose Dock 782" situated at 645 Bomber Drive, Rome, New York, as more particularly shown on **Exhibit "A"** annexed hereto, hereinafter referred to as "Demised Premises."

b. The Demised Premises shall be used by Tenant for the purpose of conducting, performing and providing services commonly and routinely provided by an Aeromedical service provider.

c. Said use shall be conducted in compliance with applicable building and/or fire codes and Tenant shall comply with all the General Terms and Conditions annexed hereto and marked as **Exhibit "B"**.

2. Term.

a. The Term of this Lease Agreement shall be for a period of one (1) year, commencing on June 1, 2018 and ending on May 31, 2019 (the "Initial Term"), unless this Lease Agreement is sooner terminated in accordance herewith by either party providing sixty (60) days advance written notice.

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

3. Base Rent.

a. As and for the use of the Demised Premises, the Tenant shall pay Rent during the Initial Term of this Lease Agreement in the total sum of One and 00/100 Dollars, due upon commencement of the Initial Term.

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

4. Security Deposit.

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

5. Insurance and Indemnification.

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

- A) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - i) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each location.
 - ii) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - iii) Oneida County and all other parties required by Oneida County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

- B) Aviation Commercial General Liability (ACGL) coverage with limits of Insurance of not less than \$30,000,000 each occurrence and \$30,000,000 Products/Completed Operations Aggregate limit.
 - i) Each Aircraft Limit of \$30,000,000
Each Loss Limit of \$30,000,000
 - ii) Oneida County and all other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance

before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

C) **Commercial Umbrella**

- i) Umbrella limits must be at least \$5,000,000.
- ii) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iii) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

D) **Workers' Compensation and Employer's Liability**

- a) Statutory limits apply.

E) **Waiver of Subrogation**

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

F) **Certificates of Insurance:**

Prior to occupancy, the Tenant shall provide a certificate of insurance to the Landlord. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Tenant's CGL Policy. These certificates and the insurance policies required above and annexed hereto and marked as **Exhibit "C"** which is hereby incorporated by reference, contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Landlord.

G) **Indemnification**

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

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

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

6. General Terms and Conditions.

This Lease Agreement is subject to the General Terms and Conditions, annexed hereto and marked as **Exhibit "B"** which is hereby incorporated by reference.

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

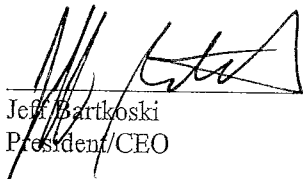
County of Oneida, Landlord

Mercy Flight Central, Inc., Tenant

By:

Anthony J. Picente, Jr.
Oneida County Executive

By:

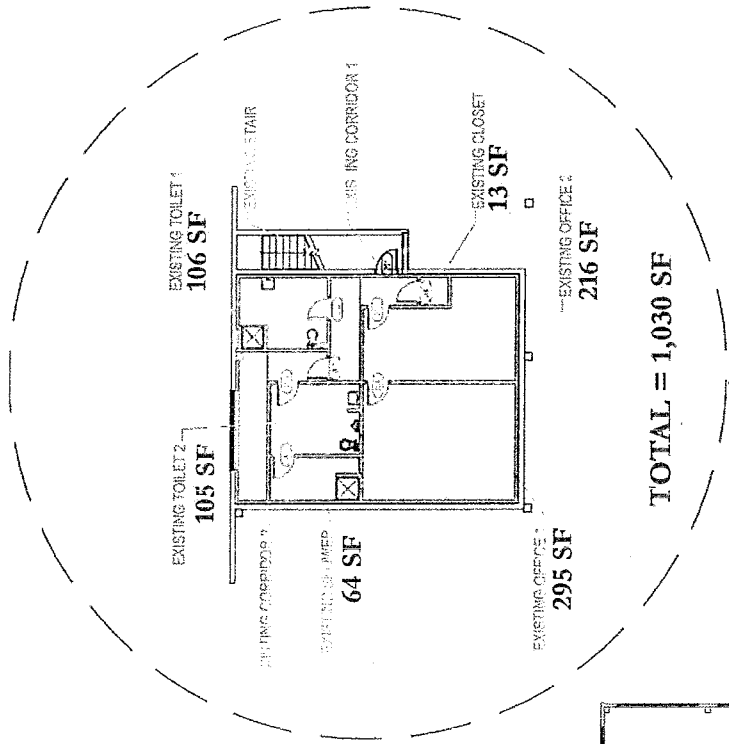


Jeff Bartkoski
President/CEO

Approved:

Amanda Lynn Cortese
Special Assistant County Attorney

EXHIBIT A



2ND FLOOR

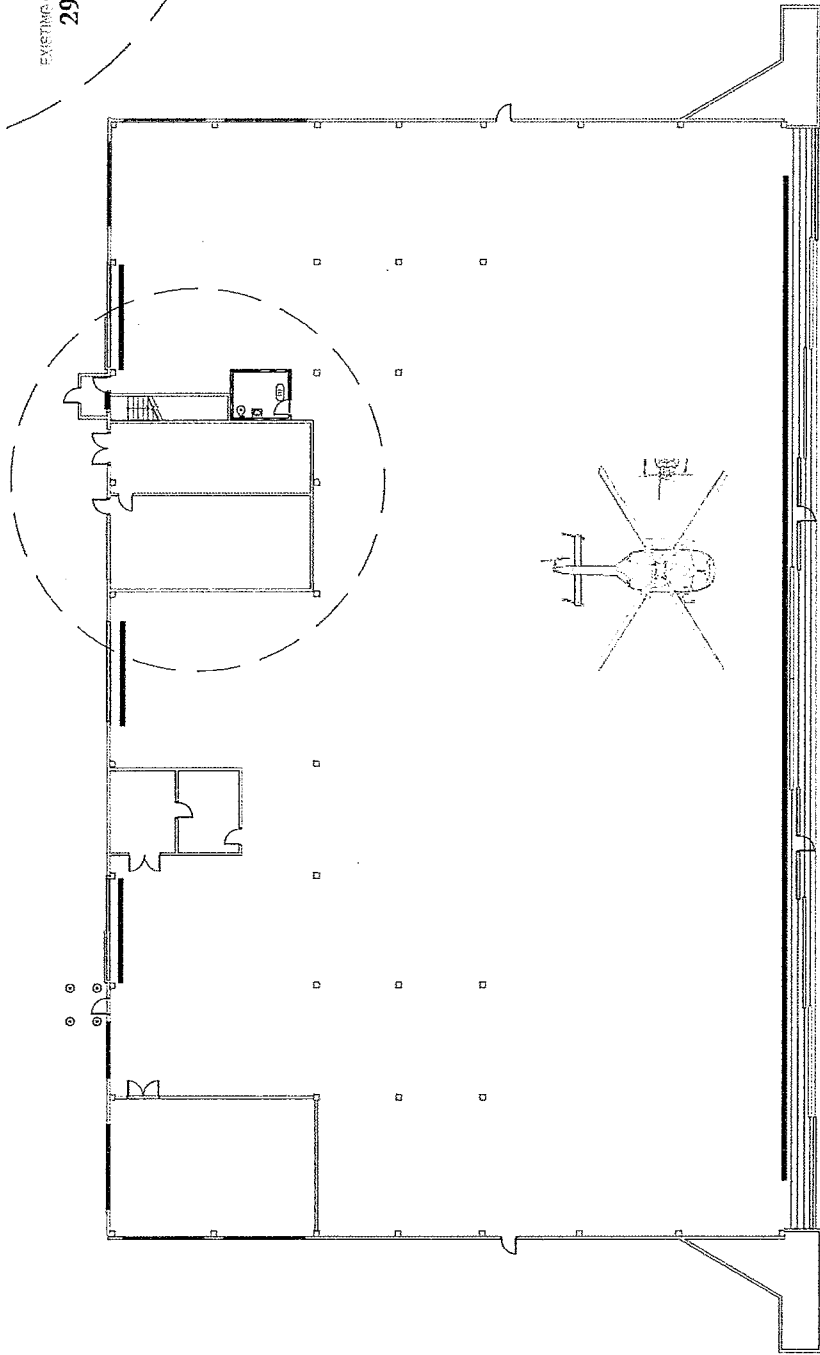


EXHIBIT B

EXHIBIT B - GENERAL TERMS AND CONDITIONS

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

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

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

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

5. Permitted Uses; Prohibited Uses.

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

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

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

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

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

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

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

9. Environmental Obligations and Indemnity.

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

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

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

11. Obligations of Tenant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Reservation of Rights by Landlord.

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

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

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

14. Right of Access and Inspection.

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

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

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

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

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

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

19. Sublease.

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

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

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

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

22. Alterations; Liens.

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

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

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

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

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

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

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

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

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

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

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

27. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Griffiss International Airport



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

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

April 26, 2018

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

FN 20 18 - 179
ASSOC.

Re: Lease Agreement- SRC Inc.

WAYS & MEANS

Dear Mr. Picente:

Please consider acceptance of this Lease Agreement between Oneida County, Department of Aviation and SRC Inc.

The Lease Agreement provides for an initial term of two (2) years, with provisions for three (3) one year extensions following the initial term. The lease provides \$13,248.00 in revenue during the initial term.

SRC has been a temporary tenant of Griffiss International Airport and Oneida County and would like to establish a more permanent presence at the airport.

If you concur with this agreement, please forward this request to the Oneida County Board of Legislatures for their consideration.

Sincerely,

Chad Lawrence
Commissioner
Oneida County Department of Aviation



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

Anthony J. Picente, Jr.
County Executive

Date 4-30-18

Oneida Co. Department:

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:

SRC , INC
7502 Round Pond Road
North Syracuse, NY 13212

Title of Activity or Service:

Lease Agreement for office space in
building 100.

Proposed Dates of Operation:

1 March 2018 – 31 January 2020 (Initial
Term)

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

Summary Statements

1) Narrative Description of Proposed Services:

This Lease Agreement will lease 360+/- sq ft of office space in Building 100 to serve as an office for the collation of data collected for the UAS Test Site located at Griffiss International Airport.

2) Program/Service Objectives and Outcomes:

The Lease Agreement provides for an initial term of two (2) years, and provides for \$13,248.00 of revenue for the initial term of the Lease. SRC provides radar and data collection expertise for the installed sensors at Griffiss International.

3) Program Design and Staffing: N/A

Total Funding Requested: \$0.00

Account #: A5620

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$) This is a revenue generating Lease

Cost Per Client Served: \$0.00

O.C. Department Staff Comments:

Griffiss International Airport



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

ANTHONY J. PICENTE, JR.
County Executive

CHAD LAWRENCE
Commissioner of Aviation

LEASE AGREEMENT

This LEASE AGREEMENT (hereafter referred to as the "Lease Agreement") is made and entered into this _____ day of _____, 2018, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and SRC, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York with its principal place of business located at 7502 Round Pond Road, Syracuse, New York 13212 (hereinafter referred to as "Tenant").

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

1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, a total of 368 +/- square feet of office space within the building commonly referred to as Room 8 and Room 9 in Building 100, Hangar Road, Rome, New York, as more particularly shown on **Exhibit "A"** annexed hereto, hereinafter referred to as "Demised Premises."

b. The Demised Premises shall be used by Tenant for the purpose of conduct of the business of Tenant.

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

2. Term.

a. The Term of this Lease Agreement shall be for a period of two (2) years, commencing on April 1, 2018 and ending on March 31, 2020 (the "Initial Term"), unless this Lease Agreement is sooner terminated in accordance herewith by either party providing sixty (60) days advance written notice. Following the expiration of the Initial Term, each year for three (3) consecutive years this Lease Agreement shall automatically renew for an additional one (1) year term (each a successively numbered "Renewal

Term”), unless Tenant shall notify the Landlord to the contrary no later than sixty (60) days prior to the commencement of any Renewal Term. Also, the Tenant hereby agrees that the rent to be charged during any Renewal Term shall be increased by adding three percent (3%) to the base rent that was in effect during the immediately preceding twelve (12) months.

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

3. Base Rent.

a. As and for the use of the Demised Premises, the Tenant shall pay Rent during the Initial Term of this Lease Agreement in the total sum of Thirteen Thousand Two Hundred Forty-Eight and 00/100 Dollars (\$13,248.00), payable over twenty-four (24) equal monthly installments of Five Hundred Fifty-Two and 00/100 Dollars (\$552.00) each.

b. The Rent to be charged during the First Renewal Term would be the total sum of Six Thousand Eight Hundred Twenty-Two and 72/100 Dollars (\$6,822.72), payable in twelve (12) equal monthly installments of Five Hundred Sixty-Eight and 56/100 Dollars (\$568.56).

c. The Rent to be charged during the Second Renewal Term would be the total sum of Seven Thousand Twenty-Seven and 40/100 Dollars (\$7,027.40), payable in twelve (12) equal monthly installments of Five Hundred Eighty-Five and 62/100 Dollars (\$585.62).

d. The Rent to be charged during the Third Renewal Term would be the total sum of Seven Thousand Two Hundred Thirty-Eight and 22/100 Dollars (\$7,238.22), payable in twelve (12) equal monthly installments of Six Hundred Three and 19/100 Dollars (\$603.19).

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

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

4. Security Deposit.

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

5. Insurance and Indemnification.

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

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

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

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

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

ii. RESERVED

iii. Commercial Umbrella

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

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

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

iv. Workers' Compensation and Employer's Liability

1. Statutory limits apply.

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

c. **Certificates of Insurance:** Prior to occupancy the Tenant shall provide a certificate of insurance to the Landlord. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Tenant's Commercial General Liability Policy. These certificates and the insurance policies required above and annexed hereto as **Exhibit "C,"** which is hereby incorporated by reference, must contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Landlord.

d. **Indemnification:**

i. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage (including death) to any person or property happening on or about the Demised Premises arising from acts or omissions of Tenant or Tenant's agents, employees, or

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

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

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

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

County of Oneida, Landlord

SRC, Inc.

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

By: ^{Digitally signed by James Zino}
James Zino _{Zino}
_{Date: 2018.04.19 17:08:31}

James E. Zino, Esq.
Staff Counsel

Approved:

Amanda Lynn Cortese
Special Assistant County Attorney

EXHIBIT A

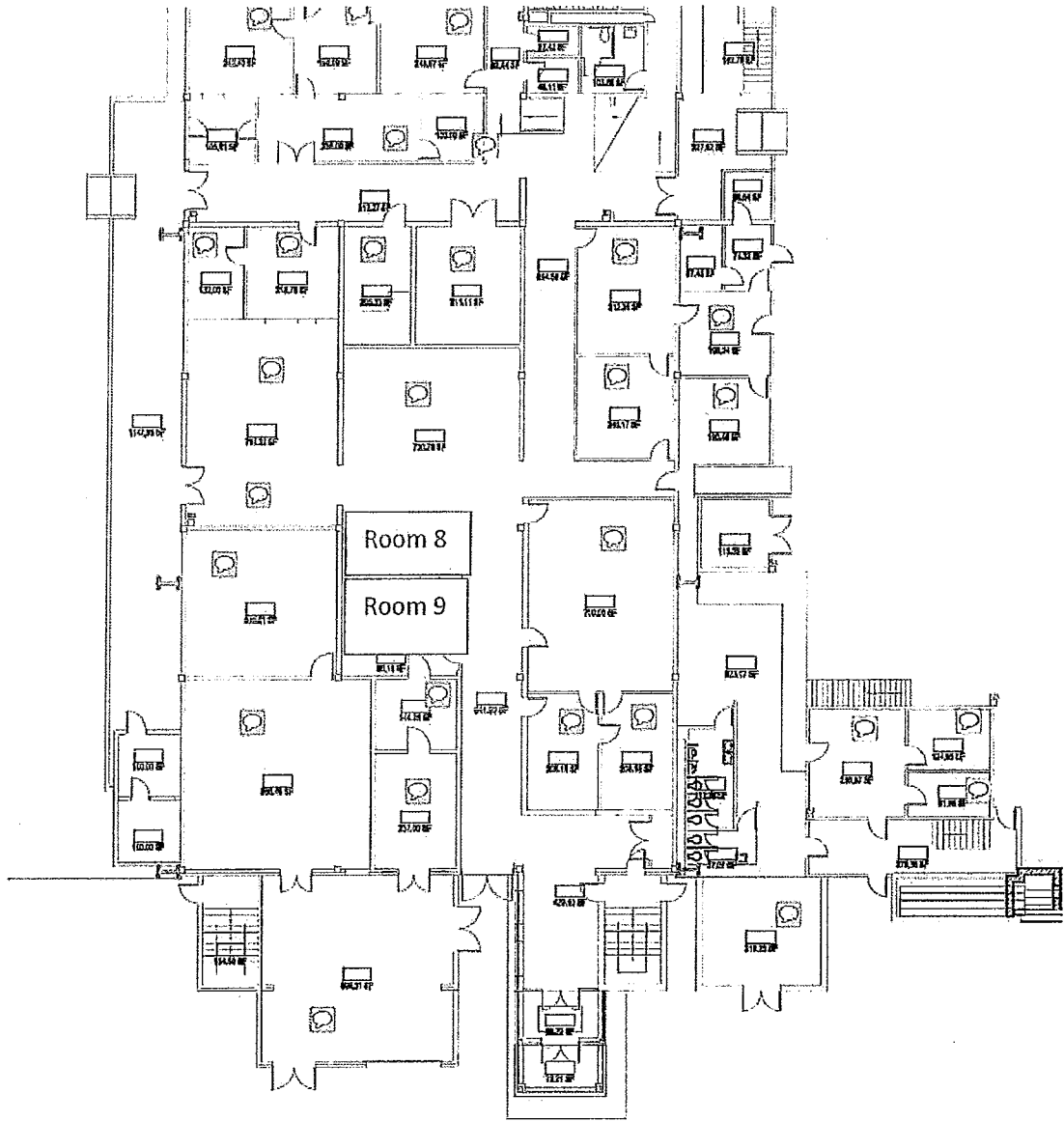


EXHIBIT B

EXHIBIT B - GENERAL TERMS AND CONDITIONS

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

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

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

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

5. Permitted Uses; Prohibited Uses.

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

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

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

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

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

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

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

9. Environmental Obligations and Indemnity.

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

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

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

11. Obligations of Tenant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Reservation of Rights by Landlord.

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

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

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

14. Right of Access and Inspection.

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

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

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

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

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

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

19. Sublease.

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

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

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

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

22. Alterations; Liens.

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

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

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

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

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

a. Tenant fails to pay any part or all the money due Landlord under this Lease Agreement, and such non-payment continues for a period of thirty (30) days after written notice;

b. Tenant fails to perform or breaches any term, covenant, or provision of this Lease Agreement, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from Landlord is delivered to Tenant;

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

d. Landlord determines that Tenant is not in compliance with the terms of this Lease Agreement on a routine or consistent basis.

e. The failure of Tenant to comply with any terms or conditions of the Lease or to the General Terms and Conditions set forth herein shall be considered a material breach and default of this Lease Agreement.

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

a. Landlord shall have the right to terminate this Lease Agreement and to enter upon and take possession of the Demised Premises and to remove the aircraft and any other property of Tenant from the Demised Premises without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Demised Premises, and loss of Rent through the inability to re-let the Demised Premises.

b. Landlord shall have the right to enter upon and take possession of the Demised Premises, and re-let the Demised Premises and receive the Rents therefore without thereby terminating or avoiding this Lease Agreement. Tenant agrees to pay Landlord on the due date of each month thereafter sums equivalent to the monthly Rent payable under this Lease Agreement, less the avails of re-letting, if any.

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

d. Tenant agrees that no assent, express or implied, by Landlord to any breach of this Lease Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

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

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

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

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

27. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

April 24, 2018

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

FN 20 18-150

PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

Attached for your review and approval is correspondence from David Tomidy, Probation Director, requesting the creation of one (1) Probation Officer, Grade 27W, Step 2 at \$38,919, in Probation – Rome Safe Schools Program, Cost Center 3145.

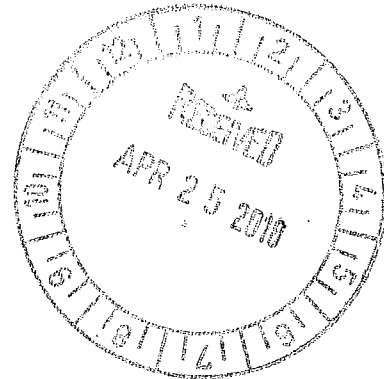
The position will be assigned to the Department of Social Services and will increase the safety of Oneida County Caseworkers by providing them with an armed officer on potentially dangerous visits. The position will be fully reimbursed by the Department of Social Services.

This request will require action by the Board of Legislators.

Sincerely,

John P. Talerico
Commissioner of Personnel

Copy: David Tomidy, Probation Director
DSS
County Attorney
Budget



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

Anthony J. Picente, Jr.
County Executive

Date

4-25-18

Anthony J. Picente, Jr.
County Executive

David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 356-2900 Adult: (315) 356-2900
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Holly Bolton
Thomas Brognano
Mark F. Joseph
Holly Matthews
John Sharrino

April 17, 2018

Mr. John Talerico, Commissioner
Oneida County Department of Personnel
Oneida County Office Building
800 Park Avenue – 6th Floor
Utica, New York 13501

Re: New Position – Probation Officer

Dear Mr. Talerico:

As part of the County Executive's plan to improve safety for Oneida County Caseworkers we are seeking a new Probation Officer position to be assigned to the Oneida County Department of Social Services and paid for by that Department.

Enclosed is the appropriate New Position Duties Statement. Please advise what other steps I should take.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "David Tomidy", is written over a horizontal line.

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosure

Rec'd
APR 18 2018

APR 18 2018

Oneida County
Office of Traffic Safety / STOP-DWI Program



Anthony J. Picente Jr.
Oneida County Executive

Thomas A. Giruzzi
Stop-DWI Coordinator



FN 20 18-151

January 5, 2018

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

Attached, please find an amendment that requires both Board of Legislators action and your signature between the Oneida County Stop-DWI Program and the Town of Whitestown through its Whitestown Police Department. This amendment provides additional funding for the Whitestown Police Department to conduct Selective Stop-DWI Crackdown Patrols during the holidays. This funding is 100% reimbursable to Oneida County from a grant received from the New York State STOP DWI Foundation. This amendment is necessary because Stop-DWI was recently granted additional funding for crackdown enforcement. No County dollars are needed in this amendment.

I am respectfully requesting that this amendment for the Town of Whitestown be approved as a template for all listed police agency amendments, including Utica PD, Rome PD, Oneida County Sheriff's Office, and Yorkville PD, which are all of the same content, with the exception of agency name, locality, dollar amounts, and County contract number being amended.

The total expenditures for Selective Stop-DWI Crackdown Patrols for these amendments amount to \$ 6,000.00, as follows:

Whitestown Police Department	8539 Clark Mills Road, Whitesboro, NY 13492	\$750.00
City of Utica Police Department	413 Oriskany St W, Utica, NY 13502	\$1,500.00
City of Rome Police Department	301 North James Street, Rome, NY 13440	\$1,500.00
Oneida County Sheriff's Office	6065 Judd Road, Oriskany, NY 13424	\$1,500.00
Yorkville Police Department	30 Sixth Street, Yorkville, NY 13495	\$750.00

Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

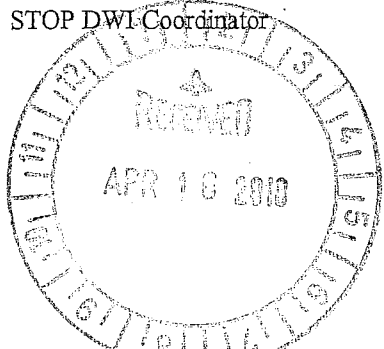
Sincerely,

Thomas A. Giruzzi
STOP DWI Coordinator

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

Anthony J. Picente, Jr.
County Executive

Date 4-16-18



Oneida County Emergency Services • 200 Base Road • Suite 3 • Oriskany, NY 13424
Office of Traffic Safety 315.736.8946 • STOP-DWI Program 315.736.8943
Fax: 315.736.8958 • E-mail stopdwi@ocgov.net • www.ocgov.net



Oneida Co. Department: Stop-DWI Program

Completing Proposal _____

Only Respondent _____

Sole Source RFP _____

Other X

ONEIDA COUNTY BOARD OF LEGISLATORS CONTRACT SUMMARY

Name & Address of Vendor: Town of Whitestown
Whitestown Police Department
8539 Clark Mills Road
Whitesboro, NY 13492

Title of Activity or Service: *Selective STOP-DWI Crackdown Patrols*

Proposed Dates of Operation: January 5, 2018 – September 30, 2018

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services: Whitestown Police Department will provide special holiday patrols, in addition to their normally scheduled patrols, whose sole function will focus on Selective STOP-DWI Crackdown Patrols.

2) Program/Service Objectives and Outcomes: To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.

3) Program Design and Staffing: Staff is drawn from the agency's sworn police officers.

Total Funding Requested: \$ 750.00

Account#: A3313.495

Oneida County Dept. of Funding Recommendation: \$750.00

Proposed Funding Sources (Federal \$ /State\$ / County \$): County dollars, 100% reimbursed from the New York State STOP-DWI Foundation Crackdown grant.

Cost per Client Served: N/A

Past Performance Data: Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.

O.C. Department Staff Comments: This amendment with Whitestown is intended to become the template amendment for future Stop-DWI Crackdown Patrols amendments stemming from additional grant funds. This amendment brings the total funding amount for Whitestown to \$2,750,000.

**AMENDMENT TO ONEIDA COUNTY SELECTIVE
STOP-DWI CRACKDOWN PATROLS AGREEMENT**

THIS AMENDMENT made on this 5th day of January 2018 is by and between the TOWN OF WHITESTOWN through its WHITESTOWN POLICE DEPARTMENT, both having offices at 8539 Clark Mills Road, Whitesboro, New York 13492, hereinafter referred to as the "Police Agency," and the COUNTY OF ONEIDA, having its principal offices at 800 Park Avenue, Utica, New York 13501, through its STOP-DWI PROGRAM, hereinafter referred to as the "County" (collectively referred to as the "Parties").

WHEREAS, the Parties hereto entered into an agreement that was fully executed on December 1, 2017 (County contract no. 20444), hereinafter referred to as the "Original Agreement," a copy of which is annexed hereto as "Exhibit A;" and

WHEREAS, the Original Agreement provided funding to the Police Agency in the amount of \$2,000.00; and

WHEREAS, the County seeks to amend that funding amount and increase it by \$750.00 for a total funding amount of \$2,750.00; and

WHEREAS, the Police Agency wishes to accept the additional funding in the amount of \$750.00 for a total funding amount of \$2,750.00;

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

1. Paragraph 2 of the Original Agreement shall be amended to read as follows:

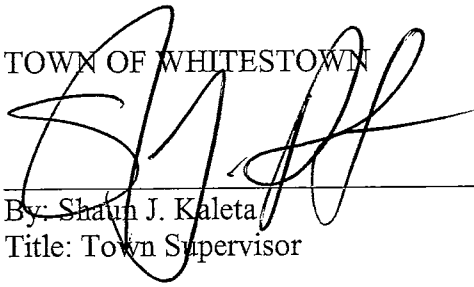
"The County shall reimburse the Police Agency up to the sum of two thousand seven hundred and fifty dollars and no cents (\$2,750.00) for its participation in Selective STOP-DWI Crackdown Patrols. The funds paid to the Police Agency under this Agreement are intended to be used to support hours worked by police officers during the Selective STOP-DWI Crackdown Patrols. Payments shall be made upon receipt from the Police Agency of a properly completed County voucher and related New York State Stop-DWI Foundation activity forms, which will itemize and set forth in detail the costs incurred and/or services performed. Said voucher and forms must be submitted within thirty (30) days of said Selective STOP-DWI Crackdown Patrols."

2. All other terms and conditions of the Original Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, this Amendment has been duly executed and signed by:

TOWN OF WHITESTOWN



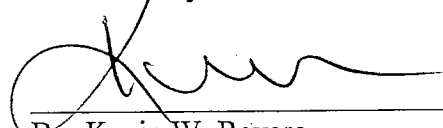
By: Shaun J. Kaleta
Title: Town Supervisor

Date 4/15/18

ONEIDA COUNTY

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

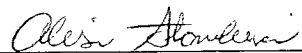
Date _____



By: Kevin W. Revere
Title: Emergency Services Director

Date 4/12/18

Approved



Alison Stanulevich
Assistant County Attorney

6. The **POLICE AGENCY** shall notify the **STOP-DWI PROGRAM** Coordinator of all traffic fatalities occurring within the **POLICE AGENCY'S** jurisdiction during the term of this **AGREEMENT**, upon completion of the investigation of that fatality. Such notification shall include a photocopy of the final MV-104A and MV-104D Police Reports.

7. The **COUNTY** reserves the right to terminate this **AGREEMENT** upon thirty (30) days' written notice to the **POLICE AGENCY**. In the event of termination, the **COUNTY** will have no further obligation to the **POLICE AGENCY** other than payment for costs or services actually incurred prior to termination. In no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

8. This **AGREEMENT** may not be assigned by the **POLICE AGENCY** without the prior written consent of the **COUNTY**.

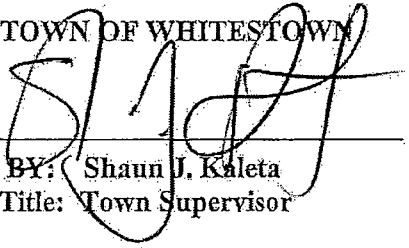
9. The Oneida County Standard Contract Clauses Addendum, which contains additional terms, covenants and conditions that the Parties agree to be bound by and follow, is incorporated by this reference and made a part of this **AGREEMENT**.

10. This **AGREEMENT** shall be effective from December 15, 2017 through September 30, 2018.

THE REMAINDER OF THIS PAGE HAS BEEN
INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.


IN WITNESS WHEREOF, this AGREEMENT has been duly executed and signed by:

TOWN OF WHITESTOWN

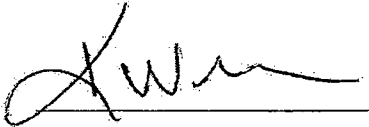

BY: Shaun J. Kaleta
Title: Town Supervisor

10/16/17
DATE

ONEIDA COUNTY

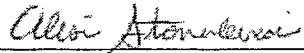

BY: Anthony J. Picente, Jr.
Title: Oneida County Executive

12/1/17
DATE


BY: Kevin W. Revere
Title: Emergency Services Director

10/20/17
DATE

Approved


Alison Stanulevich
Assistant County Attorney

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Scotti
Todd C. Carville
Michael R. Nolan
Joshua L. Bauer
Steven P. Feiner

Dawn Catera Lupi
First Assistant

Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Archana Nayak

April 13, 2018

FN 20 18-152

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

Enclosed is the Non-Fatal Shooting Initiative Grant award which the New York State Division of Criminal Justice Services has awarded our office in the amount of \$78,467.00. Grant funds will be used to support an investigator in the District Attorney's office to work in partnership with the Utica Police Department to ensure comprehensive investigations of all non-fatal shooting cases in the City of Utica.

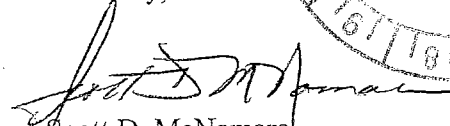
The grant period is from March 1, 2018 through February 28, 2019. Matching funds are not required.

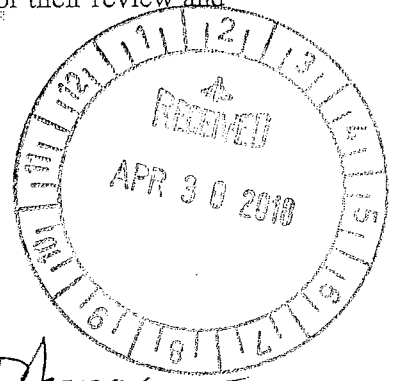
I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

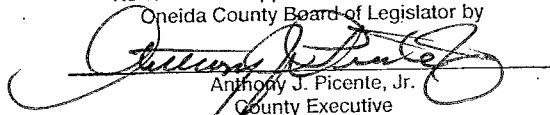
Sincerely,


Scott D. McNamara
Oneida County District Attorney



SDM/kn
Enc.

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


Anthony J. Picente, Jr.
County Executive

Date 4-30-18

Oneida Co. Department: District Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Division of Criminal Justice Services
80 South Swan Street
Albany, NY 12210

Title of Activity or Service: Non-Fatal Shooting Initiative Grant

Proposed Dates of Operation: 03/01/2018 – 02/28/2019

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services:

Funds will be used to support an Investigator with the District Attorney's office to work in cooperation with the Utica Police Department to investigate and solve cases involving non-fatal shooting incidents in the City of Utica.

2) Program/Service Objectives and Outcomes: To be able to conduct more comprehensive investigations of non-fatal shooting cases.

3) Program Design and Staffing: Investigator in the District Attorney's office.

Total Funding Requested: \$78,467.00

Account #A4321.2

Oneida County Dept. Funding Recommendation: \$78,467.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: These grant funds will support the investigator's salary, overtime, fringe, travel/training, and lab work.

<p>STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p>NYS COMPTROLLER'S NUMBER: C632857 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p>TYPE OF PROGRAMS: Byrne JAG DCJS NUMBERS: BJ16632857 CFDA NUMBERS: 16.738</p>
<p>FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000</p>	<p>INITIAL CONTRACT PERIOD: FROM 03/01/2018 TO 02/28/2019 FUNDING AMOUNT FROM INITIAL PERIOD: \$78,467.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: <input type="text"/> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has <input type="checkbox"/> has not <input type="checkbox"/> timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input type="checkbox"/> APPENDIX M</p> <p><input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding</p> <p>State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".</p> <p>GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract**Project No.**

BJ18-1003-D00

Grantee Name

Oneida County

04/19/2018

AGREEMENT

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**Project No.**

BJ18-1003-D00

Grantee Name

Oneida County

04/19/2018

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of

the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

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

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

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

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

January, 2014

Certified by - on

Award Contract**Project No.**

BJ18-1003-D00

Grantee Name

Oneida County

04/19/2018

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.
2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.
3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.
6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.
7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

- A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

<https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp>

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most

important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that

the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013

Certified by - on

Award Contract

Project No.
BJ18-1003-D00

Grantee Name
Oneida County

04/19/2018

APPENDIX B - Budget Summary by Participant

Oneida County
Oneida County District Attorneys Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Overtime	1	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00
Justification: Overtime for Non-Fatal Shooting Investigator.						
2	DA Investigator @ 100 FTE	1	\$48,492.00	\$48,492.00	\$48,492.00	\$0.00
Justification: DA Investigator for Non-Fatal Shooting initiative.						
Total				\$56,492.00	\$56,492.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe for DA Investigator	1	\$4,975.00	\$4,975.00	\$4,975.00	\$0.00
Justification: Fringe for investigator						
Total				\$4,975.00	\$4,975.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel/Training	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
Justification: Travel/Training						
Total				\$2,000.00	\$2,000.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Lab Work	1	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
Justification: Lab Work						
Total				\$15,000.00	\$15,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$78,467.00	\$78,467.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$78,467.00	\$78,467.00	\$0.00

Award Contract**Project No.**

BJ18-1003-D00

Grantee Name

Oneida County

04/19/2018

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$650 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013

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Award Contract**Project No.**

BJ18-1003-D00

Grantee Name

Oneida County

04/19/2018

APPENDIX D - Work Plan**Goal**

To ensure the comprehensive investigation of all non-fatal bullet-to-body shooting cases, with particular focus on circumstances where victims are uncooperative, and to support the evidence-based prosecution mindset that is often used in domestic violence cases.

Objective #1

The Oneida County District Attorney's Office, in partnership with the City of Utica Police Department, will develop a multi-disciplinary team in keeping with the Gun Involved Violence Elimination (GIVE) initiative, including other law enforcement entities and non-law enforcement partners (e.g. local hospitals and SNUG), which will comprehensively investigate non-fatal bullet-to-body shootings.

Task #1 for Objective #1

Develop a written protocol, in partnership with the City of Utica Police Department, which identifies the members of the multi-disciplinary team, and defines partner roles in non-fatal bullet-to-body shooting investigations, including dedicated supervisory oversight and the involvement of additional personnel at local agency discretion.

Performance Measure

- 1 Provide DCJS and the project research partner a copy of the written protocol, which should identify the process for initial response, supervisory responsibility, involvement of supporting resources and notification of both the investigative team and command/executives. The preliminary investigative steps should include identification and preservation of the crime scene, a thorough crime scene search, crime scene photography/sketches, neighborhood canvasses, interviews of all witnesses and persons with knowledge, and the collection of evidence for forensic analysis, at a minimum.
- 2 Describe how the protocol was communicated to all project participants and first responders who may respond to shootings in the field.

Task #2 for Objective #1

Prepare checklists and/or associated forms outlining specific actions to be taken during the preliminary investigation by the initial responding officers, as well as investigative steps and tasks that will or have been taken throughout each step of the case during the follow up investigation.

Performance Measure

- 1 Provide DCJS and the project research partner a copy of all checklists and/or any associated forms developed, which will be utilized during the preliminary investigation by the initial responding officers and throughout the subsequent investigation of any bullet-to-body non-fatal shooting incidents.
- 2 Describe how the checklists/forms were distributed to all project participants, as well as to other personnel that may support shooting investigations under this project.

Objective #2

The Oneida County District Attorney's Office will assign personnel solely dedicated to the non-fatal shooting case initiative in the City of Utica.

Task #1 for Objective #2

The Oneida County District Attorney's Office will assign a full-time Investigator dedicated to the demonstration project to ensure a thorough investigation of all non-fatal bullet-to-body shootings, regardless of victim cooperation. In addition, other confirmed shooting cases where intended victims were not struck may be investigated on a case by case determination of the initiative partners.

Performance Measure

- 1 Provide the names and titles of the DA's office personnel assigned to this project.
- 2 Provide a brief narrative summarizing the duties and activities of the Investigator and any other DA's office personnel

involved with the project.

- 3 Provide a list of all bullet-to-body shooting cases in the City of Utica for the duration of the project.
- 4 Identify those cases where surviving victims are not cooperative with the investigation, and where project investigators have primary investigative responsibility.
- 5 Identify shooting cases investigated by project investigators where the intended victims were not struck.
- 6 Ensure that project investigators routinely complete investigative checklists outlined in Objective 1, Task 2. Documents will be shared with project researcher and, upon request, DCJS.
- 7 Ensure a team review of all open cases every three weeks and provide project researcher and DCJS a brief narrative summary of all open cases. Identify those factors preventing an arrest/prosecution.
- 8 Provide individual case documentation completed by the DA Investigator to the project researcher and, upon request, to DCJS.
- 9 Identify any relevant training or technical assistance received by the DA Investigator.
- 10 Notify DCJS any changes of personnel involved in the project.

Objective #3

The Oneida County District Attorney will make all decisions regarding prosecution of the cases covered by this project, while being supportive of an evidence-based prosecutorial strategy in the absence of a cooperative victim.

Task #1 for Objective #3

The Oneida County District Attorney's Office will work closely with the City of Utica Police Department from the onset of these investigations (e.g. On-call ADA) to ensure the timely and appropriate collection and analysis of evidence that may be used in these prosecutions.

Performance Measure

- 1 Immediate notification provided to DA's Office of all shootings in the City of Utica.
- 2 Established protocol for notification and DA's Office response to scene, as necessary, to provide legal guidance.
- 3 Ensure that each case is reviewed during the preliminary investigation and the follow up investigation as outlined in Objective 2, Task 1, #7.
 - 4 Describe the types of evidence involved in each case (e.g. statements from witnesses, suspect, victim, EMS, confidential informants; DNA profiles, fingerprints, photographs, phone recordings, cell phone data, surveillance videos, social media postings, etc.) to the project researcher and, as requested, to DCJS.
 - 5 In partnership with the City of Utica Police Department and the project researcher, provide DCJS with case specific metrics to include the number of open cases and closed cases, at a minimum, on a quarterly basis.
 - 6 In partnership with the City of Utica Police Department and the project researcher, describe the number of cases closed absent an arrest and provide a narrative summary regarding the reason for the case closure. Identify those factors preventing an arrest/prosecution.

Objective #4

The Oneida County District Attorney will establish a documented prosecutorial protocol for all cases under this project.

Task #1 for Objective #4

The Oneida County District Attorney's Office, in coordination with the City of Utica Police Department, will make every effort to secure the cooperation/testimony of all witnesses in non-fatal bullet-to-body cases and protect their identities where necessary.

Performance Measure

- 1 Provide DCJS and the project researcher with a written protocol detailing the established procedures utilized for securing the cooperation/testimony of witnesses, to include the redaction of identifying witness information from case packages where applicable.
- 2 In partnership with the project researcher, capture specific metrics relative to witness participation in these cases including testimony of reluctant witnesses, the number of protective orders, material witness orders, and relocations, at a minimum.
- 3 Provide the number of grand jury presentations on these cases, both pre and post arrest.
- 4 Provide details on case resolution for all cases prosecuted under this project.

Objective #5

The Oneida County District Attorney's Office will work in partnership with the project research partner, identified by DCJS, sharing all relevant case data about non-fatal bullet-to-body shooting investigations.

Task #1 for Objective #5

In addition to what's already been mentioned in prior sections of this plan, the Oneida County DA's Office will provide all relevant information to the project research partner, including data associated with criminal incidents (shootings), investigative practices and strategies, access to case files and other information as defined in the researcher's work plan or by DCJS. All case classifications/closures relative to this project will be reported using the Uniform Crime Reporting (UCR)/Incident Based Reporting (IBR) Clearance Definitions, in a consistent format suitable for the purposes of ongoing research, and as required in the researcher's work plan.

Performance Measure

- 1 Provide the project research partner all relevant information for the analysis of the non-fatal bullet-to-body initiative.
Provide access by the research partner and crime analysts to investigative case files of all shooting cases in the previous three years, and to all shooting cases during the project period. The Police Department and District Attorney's Office will also agree to interviews by the research staff with personnel as needed to clarify information in the investigative files. This
- 2 will be done with the understanding that the researchers and analysts will collect data on cases and analyze that data to permit comparisons over time. The analyses may be used by the Police Department and District Attorney to monitor the ongoing investigative processes and outcomes and to compare them with past practices.
- 3 Provide DCJS the dates and attendees of any meetings or interviews conducted with the project research partner and a narrative summary detail such interactions.

Objective #6

To report directly to the federal Bureau of Justice Assistance (BJA) on performance measures for grant programs that are supported by Byrne JAG funds through the Performance Measurement Tool (PMT) for each quarter of the contract year. (PLEASE NOTE: YOU DO NOT NEED TO FILL ANYTHING OUT IN GMS FOR THIS OBJECTIVE. THIS IS INFORMATIONAL ONLY).

Task #1 for Objective #6

The grantee will sign onto the PMT at <https://www.bjaperformancetools.org> utilizing the ID, password and instructions provided by DCJS and complete the assigned sections within 30 days of the end of the calendar quarter

- | # | Performance Measure |
|----------|----------------------------|
| 1 | Completed PMT Report |

Award Contract**Project No.**

BJ18-1003-D00

Grantee Name

Oneida County

04/19/2018

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

The following special conditions apply to contracts with county or municipal governments as appropriate:

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS website at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

Grantees who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form: <http://www.criminaljustice.ny.gov/ojis/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:

http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies must stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at:

http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

In addition to the submission of program progress reports as outlined in Appendix A-1, the Grantee is also required to report quarterly through the federal Performance Measurement Tool (PMT) to the federal Bureau of Justice Assistance (BJA) on performance measures. The Grantee will sign onto the PMT utilizing the ID, password, and instructions provided by DCJS and follow appropriate procedures to report data within 30 days after the end of the calendar quarter. Information about these Performance Measures can be found at: http://www.ojp.usdoj.gov/BJA/grant/JAG_Measures.pdf. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program. If the Grantee plans to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases, the Grantee must submit a signed certification to DCJS that it has a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safetyinitiative.htm>.

No monies from this award or the accompanying match may be obligated to support the investigation, seizure, or closure of clandestine methamphetamine laboratories until such a time as DCJS has a mitigation plan in place which meets all applicable Federal, State and local laws and regulations and DCJS has the capacity to ensure compliance and monitor activities.

FFY 2012 expenditures must be made by September 30, 2016. FFY 2013 expenditures must be made by September 30, 2016. FFY 2014 expenditures must be made by September 30, 2017. FFY 2015 expenditures must be made by September 30, 2018. FFY 2016 expenditures must be made by September 30, 2019. Any extension beyond these time frames is contingent upon BJA's approval of the State's request for an award extension.

The following conditions will apply to contracts between two New York State governmental entities:

This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Civil Rights Compliance:

Federal law requires that state agencies that are administering DOJ funds maintain written methods of administration for ensuring that DCJS grantees comply with applicable federal civil rights laws. This includes ensuring that DCJS grantees do not discriminate in services or employment practices. In order to assist DCJS in addressing these requirements, DCJS will share Civil Rights Compliance Information with DCJS grantees annually, Program Representatives have been directed to examine civil rights practices and related documentation during site visits, and DCJS grantees must participate in regular Civil Rights training.

Required Online Civil Rights Training:

The U.S. Department of Justice Office of Civil Rights has developed a series of online training programs on civil rights compliance issues to assist state administering agencies in providing training to DCJS grantees. The user-friendly training programs explain the applicable civil rights laws in easy-to-understand terms. The series of training programs, which are accessible to the public, are available online at: <http://www.ojp.usdoj.gov/about/ocr/assistance.htm>. DCJS requires DOJ-funded DCJS grantees to participate in the online civil rights training developed by the U.S. Department of Justice, Office of Civil Rights. Each DOJ-funded DCJS grantee must designate appropriate staff that will be required to participate in the training and provide a signed certification to DCJS upon completion of the applicable online training sessions. The certification can be found: <http://www.criminaljustice.ny.gov/ofpa/forms.htm>.

The signed verification should be scanned and attached to the GMS record for the grant.

No materials, items or publications resulting from award activities associated with this grant may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS Executive Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grant Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at: <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.

Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Grantee understands and agrees that-

- (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and
- (b) Nothing in subsection (a) limits the use of funds necessary for an Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.

Grantee agrees that within 120 days of the state date of this agreement, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this agreement, or once every four years if multiple agreements include this requirement. The training is provided free-of-charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's website and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 28, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grantees may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

Grantee understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditures List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

Grantee understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisition

may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

Grantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

(a) Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from DCJS. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to DCJS as if it was requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.

(b) Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

(c) Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from DCJS. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Grantee further understands and agrees to notify DCJS prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

Grantee understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Scotti
Todd C. Carville
Michael R. Nolan
Joshua L. Bauer
Steven P. Feiner

Dawn Catera Lupi
First Assistant

Sarah E. DeMellier
Luke C. Davignon
William J. Barry III
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Archana Nayak

March 1, 2018

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

FN 20 18-153

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

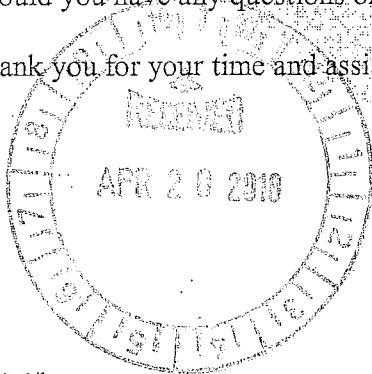
Enclosed is the Aid to Prosecution grant award which the New York State Division of Criminal Justice Services has awarded to our office in the amount of \$67,900.00. The purpose of this grant is to enhance investigations and vertical prosecutions through increased efficiency. It is anticipated that with this increased efficiency, we will see a decrease in violent crime, as well as safer communities, throughout Oneida County.

This grant period is from October 1, 2017 through September 30, 2018. Matching funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.



Sincerely,

A handwritten signature in black ink that reads "Scott D. McNamara".

Scott D. McNamara
Oneida County District Attorney

SDM/kn
Enc.

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

A handwritten signature in black ink that reads "Anthony J. Picente, Jr.". Below the signature is a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 4-18-18

Oneida Co. Department: DISTRICT ATTORNEY

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Division of Criminal Justice Services
80 South Swan Street
Albany, New York 12210

Title of Activity or Service: Aid to Prosecution Grant

Proposed Dates of Operation: 10/01/2017 – 09/30/2018

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services

Funds will be used to enhance the prosecution of repeat violent and serious felony offenders by maintaining increased levels of experienced prosecution personnel who will seek to minimize the plea-bargaining option and to impose the maximum sentence for such defendants.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$67,900.00

Account #A1165.101

Oneida County Dept. Funding Recommendation: \$67,900.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C445042 (Contract Number)</p> <p><u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939</p>	<p><u>TYPE OF PROGRAMS:</u> Aid to Prosecution</p> <p><u>DCJS NUMBERS:</u> AP17445042 AP18445042</p> <p><u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2017 TO 09/30/2018</p> <p><u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$67,900.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 2 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u></p> <p><input type="text"/></p> <p>(Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> APPENDIX M</p> <p><input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____, Date: _____ Office of Program Development and Funding</p> <p><u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".</p> <p>GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE</p> <p>_____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller</p> <p>_____ Title: _____ Date: _____</p>

Award Contract**Aid to Prosecution****Project No.****Grantee Name**

AP17-1034-E00

Oneida County

02/14/2018

AGREEMENT

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract

Aid to Prosecution

Project No.

Grantee Name

AP17-1034-E00

Oneida County

02/14/2018

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00

per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.)

related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

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

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov.MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of

the State.

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

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

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

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

January, 2014

Certified by - on

Award Contract**Aid to Prosecution****Project No.****Grantee Name**

02/14/2018

AP17-1034-E00

Oneida County

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: <http://www.whitehouse.gov>

/omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the

competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges

in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013

Certified by - on

Award Contract

Aid to Prosecution

Project No.

Grantee Name

AP17-1034-E00

Oneida County

02/14/2018

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County District Attorneys Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant District Attorney	1	\$33,950.00	\$33,950.00	\$33,950.00	\$0.00
Justification: 6 Months: (10/1/17 - 3/31/18) Assistant District Attorney to investigate and prosecute Aid To Prosecution cases. Approx. 85% FTE, annual salary approx. \$79,763. Assistant District Attorney duties include Grand Jury, motions, hearings, trials, investigations into computer crimes, burglaries, crimes against children, and general felony cases, which include both violent and non-violent felony cases.						
Total				\$33,950.00	\$33,950.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$33,950.00	\$33,950.00	\$0.00

- Version 2

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant District Attorney	1	\$33,950.00	\$33,950.00	\$33,950.00	\$0.00
Justification: 6 Months: (4/1/18 - 9/30/18) Assistant District Attorney to investigate and prosecute Aid To Prosecution cases. Approx. 85% FTE, annual salary approx. \$79,763. Assistant District Attorney duties include Grand Jury, motions, hearings, trials, investigations into computer crimes, burglaries, crimes against children, and general felony cases, which include both violent and non-violent felony cases.						
Total				\$33,950.00	\$33,950.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$33,950.00	\$33,950.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$67,900.00	\$67,900.00	\$0.00

Award Contract

Aid to Prosecution

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Oneida County

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.

6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

Detailed Itemization of Personal Service Expenditures
Detailed Itemization of Non-Personal Service Expenditures
Detailed Itemization of Consultant Expenditures
Expert witness agreement and supporting documentation
Voucher and Fiscal Cost Report signed
Written documentation of all required DCJS prior approvals as follows:

- DCJS approval of non-competitive consultant.
- DCJS approval of non-competitive vendor for services.
- DCJS approval of consultant services reimbursement greater than \$650 per eight hour day.
- DCJS approval of change to Personal Services by more than 10 percent.
- DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
- DCJS approval to subaward to another organization.
- DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
- DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
- DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
- DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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Award Contract**Aid to Prosecution****Project No.**

AP17-1034-E00

Grantee Name

Oneida County

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APPENDIX D - Work Plan**Goal**

Enhance investigations and vertical prosecutions through increased efficiency of the Prosecutor's office resulting in decreased violent crime and safer communities.

Objective #1

To maintain experienced prosecutors utilizing funds as outlined in Appendix B, and limit their caseloads to maintain a policy of vertical prosecution.

Task #1 for Objective #1

Establish and implement a policy to screen all felony cases utilizing the established criteria for assignment to the Aid to Prosecution Program, and designate experienced prosecutors to handle these cases.

Performance Measure

- 1 Names and years of experience of personnel funded under the Aid to Prosecution program, update quarterly if any changes.
- 2 Approximate percentage of time personnel are dedicated to ATP cases.
- 3 Number of Indictments including SCIs (Superior Court Information).
- 4 Number of Indictments/SCIs designated as ATP cases.
- 5 Number of ATP dispositions.
- 6 Number of ATP sentences.
- 7 Percentage of cases where vertical prosecution is used.

Objective #2

To reduce crime through investigations and enhanced vertical prosecution by targeting violent and non-violent felony crimes.

Task #1 for Objective #2

Target repeat and serious felony offenders in the following order of priority: 1. Repeat offenders, as defined by Penal Law Article 70, and charged with a violent felony classification of robbery, rape, burglary, homicide or aggravated assault. 2. Violent felony offenders including but not limited to defendants charged with the following violent felony offenses: murder, murder or assault of a police/peace officer, manslaughter, assault, kidnapping, rape, arson, sodomy, sexual abuse, robbery, burglary, criminal possession of a weapon and criminal sale or use of a firearm. 3. Repeat offenders charged with a non-violent felony offense. 4. All other felony offenders including but not limited to defendants charged with the following offenses: narcotics offenses, burglary, forgery, grand larceny, criminal possession of stolen property, robbery, assault, sex offenses, and offenses involving firearms.

Performance Measure

- 1 Average case processing time for cases closed this period (Superior Court Arraignment to Final disposition).
- 2 Submit data regarding the number of diversions as alternatives to incarceration.
- 3 The percentage of cases sentenced to incarceration (state and local).

Objective #3

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #3

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

Performance Measure

- 1 Identify if you are on target to meet the established Minority and Women Business Enterprise goals by the end of the contract period. NOTE: This performance measure requires a yes or no response, at a minimum.

Award Contract**Aid to Prosecution****Project No.****Grantee Name**

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Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Grantee agrees that if the project is not implemented within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Notwithstanding the provisions of paragraph 11 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly reports, for purposes of this grant award, grantees should submit progress reports as follows:

- Four (4) progress reports for contracts of \$100,000 or more
- Two (2) progress reports for contracts between \$1 and \$99,999

Failure to adhere to these provisions may result in the disallowance of expenditures.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended, or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services.

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate. Grantee shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at <http://www.criminaljustice.ny.gov/ojis/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS web site at <http://www.criminaljustice.ny.gov/dict/dict.htm> and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/uct_refman/IJPortal-UCR-Data-Entry-Manual.pdf.

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrest of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

All District Attorney Offices receiving Aid to Prosecution funding will be required to provide quarterly updates on the current status of the DNA hits in their jurisdiction.

No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

Grantee agrees that if the project is not implemented within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

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Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at <http://www.criminaljustice.ny.gov/ojs/documents/dcjscontactenrollform.pdf> or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

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Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrest of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

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No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

Award Contract**Aid to Prosecution****Project No.****Grantee Name**

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Appendix M MWBE Contract Requirements (Local Assistance)

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS:
REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

B. The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractors demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of this contract, the DCJS has established overall goals for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified in the contract workplan.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color,

national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall maintain an EEO policy statement and submit it to the DCJS if requested.

3. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

4. The Contractors EEO policy statement shall include the following, or similar, language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph E of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

2. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and

constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

B. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

C. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

A. If the DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DCJS by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

A. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are assessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

M/WBE AND EEO POLICY STATEMENT

The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Criminal Justice Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organizations obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract. .

VER5/13/13

Certified by - on

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

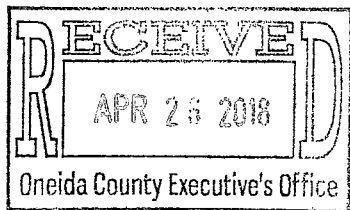
Scott D. McNamara
District Attorney

Dawn Catera Lupi
First Assistant

Michael A. Coluzza
First Assistant

Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Scotti
Todd C. Carville
Michael R. Nolan
Joshua L. Bauer
Steven P. Feiner

Sarah E. DeMellier
Luke C. Davignon
William J. Barry III
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Archana Nayak



April 20, 2018

FN 20 18-154

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

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
PUBLIC SAFETY
Anthony J. Picente, Jr.
County Executive

WAYS & MEANS Date 5-3-18

Dear Mr. Picente:

As you know, last year the New York State Office of Court Administration created the Counsel at First Arraignment Court, which is located at the Deputy Kurt Wyman Public Safety Building in Oriskany. This new court creates added responsibilities for my office and requires that one of my assistants be available for telephone calls and personal appearances for arraignments each weeknight and on Saturday and Sunday. The court hours are basically from 5:30 pm to 10:00 pm daily and 8:00 am to noon on Saturdays and Sundays. As you know, my assistants work a weekday shift from 8:30 am to 4:30 pm. As I discussed with you in person, I contemplated asking for an additional Assistant District Attorney position when the new court was first created. However, I delayed making such a request until I could fully evaluate the situation.

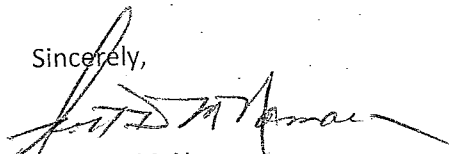
I feel at this time, I can continue to provide the proper coverage for this new court with my current complement however, it will require one of my assistants to be on call for three and one half (3.5) additional hours each weekday and also seven (7) hours on Saturday and Sunday. Therefore, I respectfully request that the county create a stipend in the amount of one hundred dollars (\$100) per day that an assistant is required to be on call. In essence, when a particular ADA is assigned to the new court in any given week, we are requiring them to first work a full day and then be on call for an additional three and one half (3.5) hours that evening and to be available for a full work day on Saturday and Sunday. The new shift coverage will be divided equally amongst the twenty-two (22) Assistant District Attorneys.

The maximum total cost to the county for this proposal would be \$36,500. I calculated this number by taking the total days in a year (365) multiplying that by \$100 per day. This is substantially less costly to the taxpayers than creating a new Assistant District Attorney position, which would cost the county approximately \$81,067.

Anthony J. Picente, Jr.
Oneida County Executive
April 20, 2018
Page Two

Thank you for your consideration on this matter and if you, or the board members, have any questions I am more than glad to discuss this matter further with you and them.

Sincerely,



Scott D. McNamara
Oneida County District Attorney

SW

cc: Hon. Gerald J. Fiorini, Chairman
Hon. George E. Joseph, Majority Leader
Hon. Philip M. Sacco, Minority Leader
Hon. James D'Onofrio, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

5999 Judd Road, Oriskany, New York 13424
Phone: (315) 793-6219 Fax: (315) 768-6299

April 19, 2018

FN 20 18 - 155

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

PUBLIC WORKS WAYS & MEANS

Dear County Executive Picente:

This is a request to consider agreements between the County of Oneida and the involved Cities, Towns, and Villages for pavement marking for the 2018 season.

Attached is the template agreement between Oneida County and the various municipalities. The terms found in this document will become the template for all other pavement marking agreements for the 2018 season. The County purchases the materials and is reimbursed by the various municipalities.

I respectfully request that the Public Works and Ways and Means Committees consider this agreement, with presentation to the Board of Legislators at their next regular scheduled meeting.

Sincerely,

Dennis S. Davis
Commissioner
Department of Public Works

DSD/mp

cc: County Attorney
Highways, Bridges & Structures



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

Anthony J. Picente, Jr.
County Executive

Date 4-30-18

Oneida Co. Department: Public Works – Highways & Bridges

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor

Various Municipalities

Title of Activity or Service:

Striping of various roads for Cities, Towns, and Villages within Oneida County.

This contract to be used as the master template for all pavement marking contracts for 2018.

Proposed Dates of Operation:

May 1, 2018 – November 1, 2018

Client Population/Number to be Served:

All those who travel on roads within Oneida County.

Summary Statements

1) Narrative Description of Proposed Services: Painting center lines and edge lines per Exhibit A, provided from the respective municipality.

2) Program/Service Objectives and Outcomes: Revenue for the County, and clearly marked roads for the travelling public.

3) Program Design and Staffing: N/A

Total Funding Requested: \$TBD

Account #: D1710

Oneida County Dept. Funding Recommendation: \$TBD

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

PAVEMENT MARKING AGREEMENT 2018

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

WITNESSETH:

WHEREAS, County proposes to perform pavement marking on the improved Town road system located within its geographical boundaries; and

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

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

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

1. TERM OF AGREEMENT

1.1. The term of this Agreement shall begin May 1, 2018 and continue until November 1, 2018.

1.2. The Parties agree that this Agreement shall not be renewable.

2. SCOPE OF WORK

2.1. The "Work" consists of using reflectorized paint to apply center and edge lines to the pavement surface of the improved Town roads (hereinafter the "Roads") described in the attached **EXHIBIT A**.

2.2. Town shall be responsible for identifying the Roads to be marked with center and/or edge lines, and for determining the length of said lines, measured in miles.

2.3. Number (#) miles of center lines and number (#) miles of edge lines shall be marked pursuant to this Agreement, described with specificity in **EXHIBIT A**.

2.4. Town shall be responsible for identifying passing zones and no passing zones, and shall pre-mark the roads as such. County shall apply center lines as indicated by Town.

2.5. Town shall be responsible for the proper preparation of the pavement surface prior to marking by removing dust, dirt, loose particles and other foreign matter immediately before applying pavement markings.

2.6. County shall furnish all equipment, machinery, materials, tools, supervision and labor necessary to perform the Work.

2.7. County shall schedule the Work when the pavement surface is expected to be dry. Marking material shall not be applied within forty-eight (48) hours of rain or other inclement weather. Pavement surface temperature shall not be less than fifty (50) degrees Fahrenheit at the time of application.

2.8. County shall select road striping paint and/or glass beads from the New York State Department of Transportation pre-approved list.

2.9. Pavement markings shall present a uniform appearance and exhibit good workmanship. Paint shall be fifteen (15) mils thick with a tolerance of plus or minus five (+/-5) mils. Beads shall be applied to the surface of the paint by a bead dispenser attached to the paint applicator so that glass beads dispense simultaneously.

2.10. County shall cleanup and dispose of solvents and residue left behind from the Work, in accordance with all applicable federal, state and local requirements.

3. PERFORMANCE OF WORK

3.1. The Parties shall comply with all applicable governmental laws, ordinances, regulations, and rules.

3.2. County shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable Federal and State safety standards.

3.3. County shall take all necessary precautions for the safety of its employees and the public on and around the Roads as the Work is performed. County shall erect safeguards and traffic signs as required by law or regulation.

3.4. County may, at its own expense, employ or engage the services of subcontractors as County deems necessary to perform the Work.

4. PAYMENT

4.1. Town agrees to reimburse County for all labor, materials, machinery, and equipment used by County to perform the Work.

4.2. The estimated cost of labor, materials, machinery, and equipment is described with specificity in **EXHIBIT B**.

4.3. The estimated cost per mile for the center line, consisting of two (2) four-inch (4") lines shall be Five Hundred Seventy-One Dollars and Sixty-Three Cents (\$571.63).

4.4. The estimated cost per mile for the edge lines on both sides of the road, consisting of two (2) six-inch (6") lines, shall be Six Hundred Sixteen Dollars and Seventy-One Cents (\$616.71).

4.5. The Parties agree that the base amount under this Agreement shall be Number (\$_____).

5. ADDITIONAL WORK

5.1. Any additional pavement marking requested by Town shall be at the same rates. Town shall submit in writing its request for additional pavement marking.

6. INDEMNIFICATION

6.1. County agrees that it shall defend, indemnify and hold harmless Town from and against liability, damages, expenses, costs, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of negligent performance of the Work by County.

6.2. County shall NOT be required to defend, indemnify and/or hold harmless Town from and against liability, damages, expenses, costs, suits, claims or judgments arising from or alleging negligent acts by Town, including claims for negligent identification of the Roads by Town, negligent design, and negligent signing of the Roads.

7. INSURANCE REQUIREMENTS

7.1. County agrees that it shall maintain a policy of insurance which will insure against all claims under the New York State Workers' Compensation Law, at statutory limits. Said policy shall be maintained at County's expense, and remain in force at all times during the term of this Agreement.

8. INDEPENDENT CONTRACTOR STATUS

8.1. It is expressly agreed that the relationship of County, its subcontractors, and all of their collective employees, to Town shall be that of independent contractors. In accordance with their status, County, its subcontractors, and all of their collective employees covenant and agree that they will neither hold themselves out as, nor claim to be, officers or employees of Town and that they will not make any claim, demand or application for any right or privilege applicable to officers or employees of Town.

9. TERMINATION

9.1. Both Parties shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice to the other.

9.2. Town shall have the right to terminate this Agreement, for cause, immediately.

10. SEVERABILITY

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

11. ENTIRE AGREEMENT

11.1. This Agreement contains the binding agreement of the Parties and supersedes all other discussions and representations, written or oral, on the subject matter.

12. INCORPORATION BY REFERENCE

12.1. **EXHIBIT A** and **EXHIBIT B** are hereby incorporated by reference into this Agreement, whether or not actually attached.

13. NON WAIVER

13.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party.

Any waiver by either of the Parties to any provision of this Agreement shall not imply preceding or subsequent waiver of any other provision.

14. INTERPRETATION

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

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

14.3. Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.

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

15. SECTIONAL HEADINGS

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

16. AUTHORITY TO ACT/SIGN

16.1. The Town's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Town of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

17. ADVICE OF COUNSEL

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

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

COUNTY OF ONEIDA

TOWN OF NAME

By:

By:

Anthony J. Picente, Jr.
Oneida County Executive

Print name:
Town Supervisor

Date: _____

Date: _____

By:

By:

Dennis S. Davis, Commissioner
Oneida County DPW

Print name:
Highway Superintendent

Date: _____

Date: _____

APPROVED

By:

Linda Bylica Lark
Assistant County Attorney

Date: _____

EXHIBIT A

Roads for Pavement Marking Agreement 2018 – Town of _____

ROAD NAME	FROM	TO	Miles	Center Line	Edge Line	Work Being Done on Road

EXHIBIT B

Costs for Pavement Marking Agreement 2018

ONE (1) MILE OF CENTER LINE YELLOW PAINT FOR TWO (2) FOUR-INCH (4") LINES	
26 GALLONS YELLOW ROAD STRIPING PAINT PER MILE @ \$7.44 PER GALLON:	\$ 193.44
6 LBS BEADS PER GALLON OF YELLOW PAINT = 156 LBS @ \$ 0.27 PER LB:	\$ 42.12
EQUIPMENT COST:	\$ 121.71
<u>LABOR COST:</u>	<u>\$ 214.362</u>
TOTAL COST FOR ONE (1) MILE OF CENTER LINE YELLOW PAINT:	\$ 571.632

ONE (1) MILE OF EDGE LINE WHITE PAINT FOR TWO (2) SIX-INCH (6") LINES	
32 GALLONS WHITE ROAD STRIPING PAINT PER MILE @ \$7.15 PER GALLON:	\$ 228.80
6 LBS BEADS PER GALLON OF WHITE PAINT = 192 LBS @ \$0.27 PER LB:	\$ 51.84
EQUIPMENT COST:	\$ 121.71
<u>LABOR COST:</u>	<u>\$ 214.362</u>
TOTAL COST FOR ONE (1) MILE OF EDGE LINE WHITE PAINT:	\$ 616.712

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

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

November 15, 2017

FN 20 18-156

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Attached for your approval is a lease renewal with Adirondack Railway Preservation Society, Inc. for use of office space at 321 Main Street, Utica (Union Station). The leased space is used for administrative offices, ticket sales, and a gift shop.

The terms of this renewal agreement are for a period of five (5) years commencing January 1, 2018 and ending December 31, 2022. The annual rate is \$6,081.60 for the first year and will be increased by 1.36% each year thereafter for a total value of \$31,246.42 over the life of the lease. The Oneida County Board of Acquisition & Contract approved this renewal on August 23, 2017.

If you agree with the renewal terms, please forward the enclosed lease agreement to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

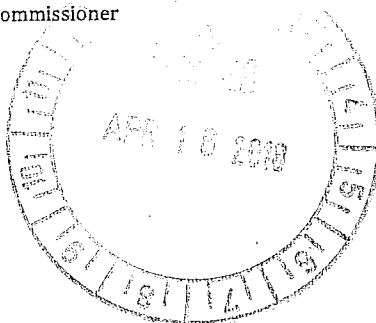
Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 4-16-18



ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Adirondack Railway Preservation Society, Inc.
321 Main Street
Utica, NY 13501

Title of Activity or Service: Lease Agreement
Proposed Dates of Operation: 1/1/2018 – 12/31/2022
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The Adirondack Railway Preservation Society, Inc., leases office space at 321 Main Street, Utica (Union Station). The leased space is used for administrative offices, ticket sales, and a gift shop. This lease will expire December 31, 2017.

The lease contains provisions for a five (5) year renewal commencing January 1, 2018 and ending December 31, 2022. The proposed annual rate is \$6,081.60 for the first year with a 1.36% increase each year thereafter for total revenue of \$31,246.42 over the life of the lease. The annual escalation rate (1.36%) is the average CPI over the previous five (5) years.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$31,246.42	Account #: A1620
---------------------------------------------	-------------------------

Oneida County Dept. Funding Recommendation:	\$31,246.42
Proposed Funding Sources (Federal \$/ State \$/County \$):	\$31,246.42 (County)

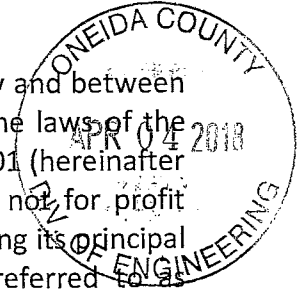
Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

LEASE RENEWAL AGREEMENT

THIS LEASE RENEWAL AGREEMENT made the 1st day of January, 2017 by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "Lessor") and **Adirondack Railway Preservation Society, Inc.**, a not for profit corporation organized and existing under the laws of the State of New York, having its principal place of business at 321 Main Street, Utica, New York 13501 (hereinafter referred to as "Lessee").



WITNESSETH

WHEREAS, the Lessor and the Lessee (hereinafter referred to collectively as the "Parties") previously executed an Agreement of Lease (Lessor contract no. 013470) with an original term that commenced on January 1, 2013 and ended on December 31, 2017, (hereinafter referred to as the "Original Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Original Agreement contained an option to renew said agreement for one (1) additional five (5) year period; and

WHEREAS, the Parties hereto wish to exercise said lease renewal option for one (1) additional five (5) year period; and

WHEREAS, in accordance with New York County Law Section 215 the Oneida County Board of Legislators has approved this Lease Renewal Agreement;

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

1. TERM

a. The renewal term shall begin on January 1, 2018 and end on December 31, 2022.

2. RENT

a. The Lessee shall pay to the Lessor as annual rent the sum of Six Thousand Eighty-One Dollars and Sixty Cents (\$6,081.60) in the first renewal year of this Lease Renewal Agreement, payable in monthly installments of Five Hundred Six Dollars and Eighty Cents (\$506.80). There will be a 1.36% annual increase in the rent due for each year thereafter. Such rent shall be payable in advance upon the first day of each month without any deduction or offset.

b. The full rent payment schedule is attached hereto as Exhibit B.

c. The Lessee may, at their option elect to make one lump sum rent payment annually. Such payment shall be payable in advance on January First (1st) of each year without

any deduction or offset.

d. The rent shall be remitted to the Lessor at the Oneida County Department of Public Works, Division of Buildings and Grounds, 5999 Judd Road, Oriskany, New York 13424.

3. Section 22 of the Original Agreement, entitled "Renewal Option," shall be stricken, the same having been exercised by this Lease Renewal Agreement.

4. All remaining terms, conditions and agreements as outlined within the Original Agreement shall remain in effect without alteration or adjustment, except as outlined above.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Renewal Agreement to be duly executed as of the day and year first above written.

COUNTY OF ONEIDA

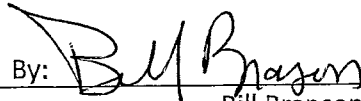
By: _____

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

ADIRONDACK RAILWAY PRESERVATION SOCIETY, INC.

By: _____


Bill Branson
President

Date: 3.30.2018

Approved:

By: _____

Linda B. Lark, Esq.
Assistant County Attorney

Date: _____

This Agreement of Lease made the 1st day of January, 2013

WITNESSETH, that the **County of Oneida**, a municipal corporation organized under the laws of the State of New York, with offices at 800 Park Avenue, Utica, New York 13501, hereinafter called "**Lessor**", hereby leases to the **Adirondack Railway Preservation Society, Inc.**, a domestic corporation organized under the laws of the State of New York, with its principal offices at 321 Main Street, Utica, New York 13501, hereinafter called the "**Lessee**", in consideration of the rents to be paid and of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed, the following described premises:

All that certain space located in and adjacent to the Lessor's Union Station Building, 321 Main Street, City of Utica, County of Oneida and State of New York, as shown on **Exhibit A** attached herewith and made a part hereof.

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

Lessee shall not use or occupy the demised premises for any purpose other than train ticket sales and associated gift shop and offices in conjunction with Lessee's business.

LESSOR'S FACILITIES

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

TERM/RENT AND ADJUSTMENTS

2. Lessee shall hold the demised premises commencing on January 1, 2013 and ending December 31, 2017 unless sooner terminated as hereinafter provided.

Rental payment shall be as follows.

Period	Annual Payment	Monthly Payment
January 1, 2013 – December 31, 2013	\$5,280.00	\$440.00
January 1, 2014 – December 31, 2014	\$5,460.00	\$455.00
January 1, 2015 – December 31, 2015	\$5,640.00	\$470.00
January 1, 2016 – December 31, 2016	\$5,820.00	\$485.00
January 1, 2017 – December 31, 2017	\$6,000.00	\$500.00

Such rents shall be payable to the Lessor in monthly payments the first of which is due January 1, 2013 with the remaining monthly payments due on the first day of each month thereafter.

In recognition that Lessee operates a non winter seasonal attraction, the Lessor reserves the right to renegotiate the appropriate provisions of this lease if winter operations are requested by the Lessee. If, during the term of the lease, extraordinary events occur such as national or state directives and procedures that the Lessor is required to follow for security purposes, the parties agree to further negotiations regarding rent increases over and above the rent in effect at the time based on additional operating costs experienced by the Lessor.

ASSIGNMENT

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

UTILITIES/SERVICES

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

TELEPHONE SERVICE

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

MACHINERY AND EQUIPMENT

6. The Lessee is hereby authorized to install all machinery and equipment for its operation on/at such demised premises; such machinery and equipment installed by the Lessee shall at all times remain the property of the Lessee, notwithstanding the terms of Section 3, ASSIGNMENT, and at no time will such items be considered a fixture or appurtenance of the Lessor's property. At the termination of the lease or any renewal period thereof, the Lessee agrees to remove all items installed, and the Lessor agrees that the Lessee is so entitled. If such removal is not completed by the Lessee within a reasonable period of time, then the Lessor shall have the authority to so remove, charging the expense of such removal, as well as reasonable storage fee, to the Lessee. The Lessor shall have the option of pursuing its appropriate legal remedies to collect such expenses, or, following 120 days after such removal by the Lessor, the Lessor may sell any of such items in storage in order to pay for such expenses, forwarding the surplus if any, to the Lessee providing the Lessor must give the Lessee at least thirty (30) days written notice thereof and an opportunity to remove said items within that thirty-day period. In the event that any items attached to the realty are allowed to be removed, the Lessee shall put the premises back in the condition that existed prior to their installation or in a manner acceptable to the Lessor.

ACCEPTANCE OF PREMISES/DUTY TO REPAIR

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

RENOVATIONS

8. It is agreed between the parties that the premises leased under this agreement can be renovated to suit the Lessee's needs. Furthermore, Lessee agrees to construct a wall separating the demised premises from space not included in this agreement. It is mutually understood and agreed that the cost of such renovations will be borne fully by the Lessee. Such renovations may only be made by the Lessee following a review of and with the written approval by the Lessor of the proposed renovations, and such approval shall not be unreasonably delayed, withheld or conditioned. If, during such renovations, existing hazardous materials (i.e. asbestos) are discovered, then abatement of such condition shall be made at the Lessee's expense in accordance with any applicable statutes, laws, ordinances, and permits.

ACCESS BY HANDICAPPED

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

OPERATIONS

10. The Lessee shall have the right to operate within the leased premises train ticket sales and associated gift shop and offices including associated exhibits, displays, and sales. No other unrelated activities are permitted.

ACCESS TO PREMISES BY LESSOR

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

DAMAGES TO LESSEE'S PROPERTY

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

DAMAGE TO LESSOR'S PROPERTY

13. The Lessee shall be responsible for all damages to the premises subject to the lease agreement caused by the negligence of Lessee or any of his agents or employees in the normal operation of the premises subject to this lease agreement; and shall further be responsible for all damage caused to the said premises through the negligence of the Lessee or any of its agents, employees, or invitees; and shall be further responsible for all damages caused to the demised premises by the malfunctioning any equipment or other property used by or in the possession of the Lessee and due to Lessee's negligence and not the property of or in the care and custody of the Lessor. The Lessee shall report to the Lessor any damages to said demised premises no later than the ten (10) working days following the day upon which such damage was discovered.

RIGHT TO REPAIR

14. The Lessee reserves the right and agrees to repair said premises within a reasonable period of time through the use of its employees or to hire any party to repair any defects or damage to said premises. Repairs to said premises shall not be made without the approval of the Lessor unless the total cost for each repair is less than One Hundred Dollars (\$100.00), and it is impractical to immediately secure such approval, and additional damages would result if not immediately repaired. Any damages due to the delay of Lessor shall be reimbursed to Lessee by Lessor. Such approval shall not be unreasonably delayed, withheld or conditioned. Lessor shall be responsible for repairs to the furnace, structural and electrical systems of the building.

MAINTENANCE

15. Lessee shall be responsible for maintaining the demised premises during the term of this lease agreement in a neat and sanitary condition, to regularly clean the demised premises of litter and debris. Lessee agrees to be responsible for the deposit of the contents of trash receptacles into plastic bags and brought to the dumpster for disposal.

DESTRUCTION OF PREMISES

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

INSURANCE

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

fashion as to pose an additional risk of liability, then the Lessor shall have the right to request from the Lessee an increase in the type and amount of liability coverage on its insurance policy.

The Lessee shall have the right to self-insure the coverage listed under this section with the consent of the Lessor, which consent shall not be unreasonably withheld and will notify the Lessor of Lessee's intention to do so.

LIABILITY OF LESSOR/INDEMNIFICATION OF LESSOR

18. Lessee agrees that it shall indemnify and hold harmless the Lessor from and against any and all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from personal injuries or death to persons or property damages from anything and everything whatsoever solely arising from or out of the negligence, misconduct or lack of care of the Lessee and/or the Lessee's agents, servants and/or employees.

DEFAULT OF LESSEE

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

NOTICES

20. All notices to be served upon Lessee by Lessor or upon Lessor by Lessee shall be in writing and delivered by registered or certified mail. Notices to the Lessors shall be addressed to the County of Oneida, Department of Public Works, Division of Highway, Bridges & Structures, Oriskany, New York 13424. Notices to the Lessee shall be addressed to: Adirondack Scenic Railroad, 321 Main Street, Utica, New York 13501.

WAIVER LIMITED

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

RENEWAL OPTION

22. Upon mutual agreement Lessor and Lessee have the option to renew this lease on the same terms for one (1) additional five (5) year term after the expiration of the original lease, except that the rental payment will be reconsidered and adjusted by the Lessor, as appropriate, prior to renewal.

Lessee shall give Lessor written notice of its desire to renew at least ninety (90) days prior to the termination of this lease. In the event that Lessee fails to give Lessor the aforesaid notice of its desire, such renewal option shall thereafter be and become null and void and of no further force and effect, except as hereinafter provided.

In the event that Lessor and Lessee elect not to exercise the option to renew this lease, Lessor shall have the right to offer the property for lease, sale or other disposition to persons or entities other than Lessee.

In the event that a renewal lease between Lessor and Lessee is not entered into, and that Lessor has not leased or otherwise disposed of the premises to one other than the Lessee, said renewal of lease or other disposition to take effect upon the expiration of the term of this lease, Lessee may continue to rent the premises from Lessor beyond said expiration on a month-to-month basis at an amount equal to the same monthly rate of rental as was paid prior to said expiration plus an immediate and thereafter annual ten percent per month increase thereto, and otherwise upon the terms and conditions contained herein; except that, upon commencement of such month-to-month tenancy, the tenancy is subject to the right of Lessor to terminate the tenancy upon written notice of thirty (30) days to Lessee.

In the event that under the Terms of this agreement there results a month-to-month tenancy by the Lessee, said tenancy shall not extend beyond 180 days from the date of expiration of the original lease agreement.

TERMINATION

23. Either party shall have the right to terminate this lease at any time during the term or any continued term hereof by giving to the other party at least two (2) months' written notice of intention to terminate this lease and upon the date of termination specified in such notice this lease shall cease, terminate and come to an end. In the event of the expiration or termination of this lease, whether under the provisions of this section or otherwise, Lessee shall quit and deliver possession of the demised premises to Lessor on or before such date of expiration or termination.

TERMINATION IN EVENT OF CONDEMNATION

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

COMMON AREAS

25. Lessee shall have the right to use, in common with Lessor and others legally entitled thereto, the existing pedestrian entrances, hallway vestibules, walkways and rest rooms as shown on Exhibit A (Two Locations).

Lessor makes no representations as to condition, fitness or utility of said common areas, except that such areas shall be neat, sanitary and regularly cleaned. Lessee's liability arising out of use of said areas shall be as if same were included within the demised premises leased herein.

JOINT USE

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

RELOCATION OF FACILITIES

27. The parties agree that in the event Lessee and the Lessor agree that any or all of the Lessee's facilities be relocated elsewhere in the Union Station building, that then and under those circumstances any such agreement for relocation as is agreed upon in writing by, between and among the parties shall become incorporated in and become a part of this lease agreement. The Lessor wishes to retain the right to relocate Lessee's offices elsewhere within the building at no extra cost to Lessee.

In broad principle, Lessee agrees that so long as the space and facilities provided for elsewhere in the building are acceptable to Lessee, then and under those circumstances it will relocate any and all of its ground floor area operations elsewhere in the Station complex.

BUSINESS SIGN AND SUPPORT INFORMATION

28. Lessee shall have the right to display one (1) business sign depicting the nature of Lessee's operation within Union Station, the exact location, character, color, size and wording to be approved in writing by Lessor subject to approval by SHPO, if necessary and such consent shall not be unreasonably delayed, withheld or conditioned.

Lessee shall not post additional signage, display advertisements, or permanently store materials on the lobby side of the demised premises.

AMENDMENTS AND MODIFICATIONS

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

SUCCESSORS IN INTEREST

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

SEPARABILITY


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

CAPTIONS


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

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year above first written.

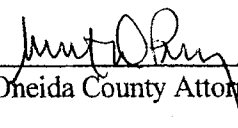
Adirondack Railway Preservation Society, Inc.

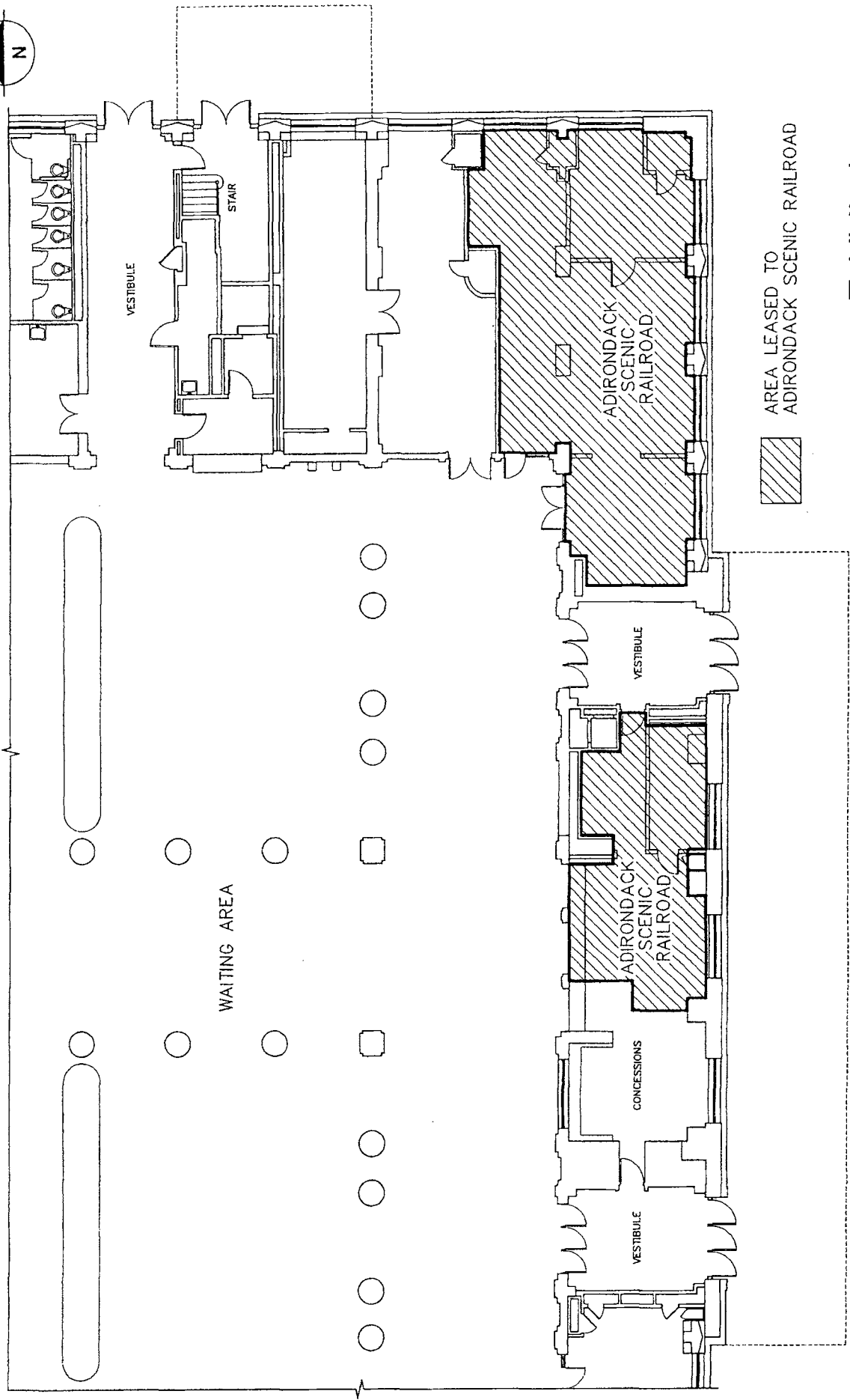
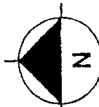
By: 
Name: Bethan Maher
Title: Executive Officer

County of Oneida

By: 
Anthony J. Picente Jr.
Oneida County Executive

Approved as to Form:

By: 
Oneida County Attorney



WAITING AREA

VESTIBULE

STAIR

VESTIBULE

CONCESSIONS

ADIRONDACK SCENIC RAILROAD

VESTIBULE

ADIRONDACK SCENIC RAILROAD

AREA LEASED TO ADIRONDACK SCENIC RAILROAD

PARTIAL FIRST FLOOR PLAN

Exhibit A

UNION STATION
321 MAIN STREET
UTICA, NEW YORK 13501

Exhibit B

Standard Contract Clauses

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.**
 - 3.1. **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:
 - 3.1.1. 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.
 - 3.1.2. 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.
 - 3.1.3. 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.
 - 3.2. **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,
 - 3.2.1. The Contractor certifies that it and its principals:
 - 3.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- 3.2.1.2. 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;
- 3.2.1.3. 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
- 3.2.1.4. 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
- 3.2.2. 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.
- 3.3. 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:
 - 3.3.1. The Contractor will or will continue to provide a drug-free workplace by:
 - 3.3.1.1. 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;
 - 3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:
 - 3.3.1.2.1. The dangers of drug abuse in the workplace;
 - 3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;
 - 3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 3.3.1.2.4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - 3.3.1.3. 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);
 - 3.3.1.4. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 3.3.1.4.1. Abide by the terms of the statement; and
 - 3.3.1.4.2. 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;
 - 3.3.1.5. 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.
 - 3.3.1.6. 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;
 - 3.3.1.6.1. 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

- 3.3.1.6.2. 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;
- 3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
- 3.3.2. 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:
 - 3.3.2.1. 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
 - 3.3.2.2. 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:
 - 4.1. 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:
 - 4.1.1. 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;
 - 4.1.2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - 4.1.3. 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.
 - 4.2. 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:
 - 4.2.1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - 4.2.2. The Contractor may provide data aggregation services relating to the health care operations of the County.
 - 4.3. The Contractor shall:
 - 4.3.1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - 4.3.2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - 4.3.3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

- 4.3.4. 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;
 - 4.3.5. Make available protected health information in accordance with 45 CFR § 164.524;
 - 4.3.6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 - 4.3.7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - 4.3.8. 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
 - 4.3.9. 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.
- 4.4. The Contractor agrees that this contract may be amended if any of the following events occurs:
- 4.4.1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - 4.4.2. 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
 - 4.4.3. There is a material change in the business practices and procedures of the County.
- 4.5. 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.**
 - 11.1. **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.
 - 11.2. **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.**
 - 16.1. **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.
 - 16.2. **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.

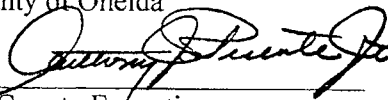
- 18. Certification of compliance with the Iran Divestment Act. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor 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).
- 18.1. 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.
- 18.2. 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.
- 18.3. 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:



Oneida County Executive

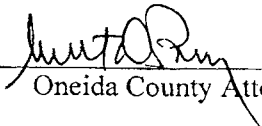
By:



Name: Bothan Maker, executive officer

Approved as to Form only

By:



Oneida County Attorney

Exhibit B

The following rent schedule shall be in effect for the duration of this Lease Renewal Agreement. Each lease year begins on January 1st and ends on December 31st of the year.

Beginning	Monthly	Annual
January 1, 2018	\$506.80	\$6,081.60
January 1, 2019	\$513.69	\$6,164.31
January 1, 2020	\$520.68	\$6,248.14
January 1, 2021	\$527.76	\$6,333.12
January 1, 2022	\$534.94	\$6,419.25

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

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

April 19, 2018

FN 20 18 - 157

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The Emergency Services Facility located at 120 Base Road, Oriskany, NY requires expansion and renovation. On February 28, 2018, the Oneida County Board of Acquisition and Contract accepted a proposal from Bonacci Architects to prepare plans and specifications, provide asbestos abatement project monitoring, and provide construction administration for this project. The proposed fee is \$106,800.00 for preparation of plans and specifications, plus asbestos abatement project monitoring and construction administration at specified hourly rates and unit prices. This was the lowest fee of four proposers. Funding would be provided through Capital Project H575, Emergency Services Facility Expansion.

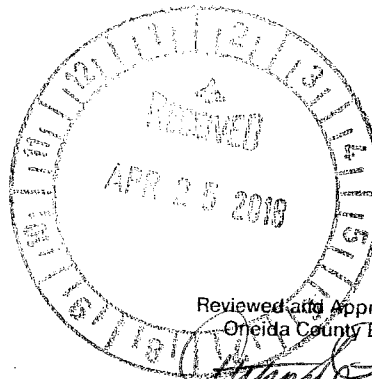
Please consider the enclosed contract for the aforementioned services. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 4-25-18

1000000000

Oneida Co. Department: Public Works

Competing Proposal X
Only Respondent
Sole Source RFP
Other

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Bonacci Architects, PLLC
Title of Activity or Service: Professional Consulting Services
Proposed Dates of Operation: Start on Execution – 12/31/2019
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The Emergency Services Facility located at 120 Base Road, Oriskany, NY requires expansion and renovation. On February 28, 2018, the Oneida County Board of Acquisition and Contract accepted a proposal from Bonacci Architects to prepare plans and specifications, provide asbestos abatement project monitoring, and provide construction administration for this project. The proposed fee is \$106,800.00 for preparation of plans and specifications, plus asbestos abatement project monitoring and construction administration at specified hourly rates and unit prices. This was the lowest fee of four proposers. Funding would be provided through Capital Project H575, Emergency Services Facility Expansion.

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

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-575
Total Funding Requested:	\$106,800.00
Oneida County Dept. Funding Recommendation:	\$106,800.00

Proposed Funding Sources	Federal:	
	New York State:	
	County:	\$106,800.00
	Other:	

Past Performance Data: N/A
O.C. Department Staff Comments: None

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-eighth day of February in the year Two Thousand Eighteen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Oneida County
800 Park Avenue
Utica, NY 13501

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

and the Architect:

(Name, legal status, address and other information)

Bonacci Architects, PLLC
110 Fulton Street
Utica, NY 13501
Telephone Number: (315) 797-8666
Fax Number: (315) 735-3605

for the following Project:

(Name, location and detailed description)

Emergency Services Facility Expansion
120 Base Road
Oriskany, NY 13424

The Owner and Architect (each a "party" and collectively the "parties") agree as follows.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Exhibit A

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Exhibit A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$2,100,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To Be Determined

Init.

.2 Construction commencement date:

August 5, 2019

.3 Substantial Completion date or dates:

December 31, 2019

.4 Other milestone dates:

None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid compliant with New York State Law.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mark E. Laramie, P.E.
5999 Judd Road
Oriskany, NY 13424
Telephone Number: (315) 793-6236
Fax Number: (315) 768-6299

Email Address: mlaramie@ocgov.net

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

New York State Department of State

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

None

Init.

.2 Civil Engineer:

None

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

David J. Bonacci

110 Fulton Street

Utica, NY 13501

Telephone Number: (315) 797-8666

Fax Number: (315) 735-3605

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To Be Determined

.2 Mechanical Engineer:

To Be Determined

.3 Electrical Engineer:

To Be Determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

Init.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Exhibit A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall ~~maintain~~ maintain, at its own expense, the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury.

§ 2.5.2 Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 ~~The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such~~

Init.

~~primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Commercial Umbrella coverage with limits of at least Four Million Dollars (\$4,000,000) each occurrence, following form over the Commercial General Liability, with subrogation waived.~~

~~§ 2.5.4 Workers' Compensation at statutory limits. Compensation, pursuant to statute.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit. Employer's Liability, pursuant to statute.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Architect shall maintain completed operations coverage for a period of three (3) years after completion.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. The certificates shall be on forms approved by the Owner, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner. Acceptance of the certificates shall not relieve the Architect of any of the insurance requirements, nor decrease the liability of the Architect. The Owner reserves the right to require the Architect to provide insurance policies for review by the Owner. The Architect grants the Owner a limited power of attorney to communicate with the Architect's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.~~

~~§ 2.5.9 The Architect waives all rights against the Owner for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.~~

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

Init.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction, as modified by Owner.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to

rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below ~~are not~~ may not be included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

<u>Supplemental Services</u>	<u>Responsibility</u> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect*
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect*
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect*
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect*
§ 4.1.1.16 As-constructed record drawings	Architect*
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect*
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect*
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect*
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided
§ 4.1.1.31 Asbestos Abatement Design	Architect
§ 4.1.1.32 Asbestos Abatement Project Monitoring	Architect

<u>Supplemental Services</u>	<u>Responsibility</u> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	-
§ 4.1.1.2 Multiple preliminary designs	

§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As designed record drawings	
§ 4.1.1.16 As constructed record drawings	
§ 4.1.1.17 Post occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

* Included in the Stipulated Sum for Basic Services

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Exhibit A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty (20) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

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Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a ~~nonexclusive~~ an exclusive license to use the Architect's Instruments of Service ~~solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive Service. The Architect shall obtain similar exclusive licenses from the Architect's consultants consistent with this Agreement.~~ The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, ~~solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Service. The Architect shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the Owner upon request, free of charge. All such reproductions shall be the property of the Owner, whether or not the Project is completed.~~

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of~~

~~the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

~~§ 7.5 Except as otherwise stated in Section 7.3, the~~ The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~§ 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Init.

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction located in Oneida County, New York

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

~~§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the~~

Init.

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. ~~The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~suspension.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to ~~termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 ~~The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any~~

payments due to the Architect by the Owner prior to the assignment. In compliance with New York General Municipal Law Section 109, the Architect agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the Owner.

~~§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. Deleted~~

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, previously unknown hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by ~~law, arbitrator's order, law~~ or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§10.10 Independent Contractor Status

§10.10.1 For the purposes of this paragraph, the term "Independent Contractor" shall include the Architect, and any and all of its consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the Owner and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the Owner for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Owner by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Owner. Both the Owner and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status

Init.

as an independent contractor.

§10.10.2 The Architect's payments shall be reported pursuant to IRS Form 1099, and the Owner shall not make any withholding for taxes or any other obligations. The Architect shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Architect shall indemnify and hold the Owner harmless from all loss or liability incurred by the Owner as a result of the Owner not making such payments or withholdings.

§10.11 The Architect's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Architect's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Architect; no other action on the part of the Architect or any other person or entity is necessary to authorize the Architect's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

§10.12 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

§10.13 Conflicts among this Agreement and the Exhibits shall be resolved in the following order of precedence:

§10.13.1 Exhibit B, Addendum – Standard Oneida County Conditions

§10.13.2 Any Contract Amendments, in reverse chronological order

§10.13.3 This Agreement

§10.13.4 Exhibit A, Initial Information

§10.13.5 Exhibit C, Proposal

§10.13.6 Exhibit D, Facility Study

§10.14 To the fullest extent permitted by law, the Architect shall indemnify, defend, and hold the Owner harmless against any and all claims (including but not limited to claims asserted by any employee of the Architect and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of this Agreement or from the Architect's and/or its subconsultants' failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Owner without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Owner either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Architect under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of this Agreement and the Owner's tendering of the final payment.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

\$106,800.00

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

Init.

(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

For all items, excluding On-Site Project Representation and Asbestos Abatement Project Monitoring, Compensation included in Stipulated Sum for Basic Services.

Payment for On-Site Project Representation and Asbestos Abatement Project Monitoring shall be made on a time and materials basis and in accordance with hourly rates established in Exhibit C.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

Additional services shall be mutually agreed upon by contract amendment, and shall be paid at the hourly rate(s) stated in this Agreement and the Exhibits.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	<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>	%)
Procurement Phase	<u>five</u>	percent (<u>5</u>	%)
Construction Phase	<u>fifteen</u>	percent (<u>15</u>	%)
As-Constructed Record Drawings	<u>five</u>	percent (<u>5</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Init.

Exhibit C

Employee or Category

Rate (\$0.00)

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

~~§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows: No additional compensation for~~

- ~~.1 Transportation and authorized out of town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, and standard form documents;~~
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Reimbursable Expenses. Payment for~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; reimbursable expenses is included in~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses; Lump Sum Fees, Not-To-Exceed Fees, and~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
- ~~.12 Other similar Project related expenditures.~~

Hourly Rates.

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred.~~

§ 11.9 Architect's Insurance. ~~If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

Deleted

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services

Init.

performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety (90) 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 %

~~§ 41.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

~~§ 41.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Exhibit B, Addendum – Standard Oneida County Conditions

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: Deleted~~
(Insert the date of the E203–2013 incorporated into this agreement.)

-
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[x] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A, Initial Information, four (4) pages.

Exhibit B, Addendum – Standard Oneida County Conditions, fourteen (14) pages

Exhibit C, Proposal, seventy (70) pages.

Exhibit D, Facility Study, eleven (11) pages.

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

Init.

OWNER (Signature)

Anthony J. Picente, Jr., Oneida County Executive

(Printed name and title)

David J. Bonacci, AIA

ARCHITECT (Signature)

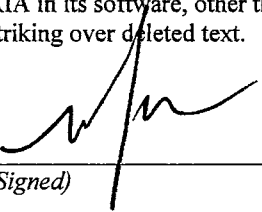
-David J. Bonacci, AIA,
Principal

(Printed name, title, and license number, if required)

Init.

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 15:36:43 on 04/12/2018 under Order No. 6276099998 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

Deputy Commissioner

(Title)

04/19/2018

(Dated)

Exhibit A
Initial Information

1. The provisions of this Exhibit A are incorporated into the Agreement by Article 12 of the Agreement. This Exhibit A takes precedence over any conflicting provision of this Agreement and shall survive termination of the Agreement for any cause.

2. The services to be provided by this Architect shall comply with the accepted practice of the appropriate profession. The execution of this Project shall be performed in accordance with applicable Oneida County ("Owner") policies and design criteria.

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

4. PROJECT DESCRIPTION

4.1. Renovation and expansion of the Oneida County Emergency Services building located at 120 Base Road, Oriskany, NY.

5. SCOPE OF WORK

5.1.1. 2.1. The scope of work is based on facility study prepared by Bonacci Architects dated July 7, 2017, Exhibit E attached hereto. All work items identified in the study will be completed with the following modifications and/or additional work items.

5.1.2. HVAC Systems

5.1.2.1. Existing HVAC systems do not adequately cool critical electronic systems and specific building areas during winter months. It has been determined that existing HVAC systems are not capable of satisfying existing cooling loads and shall be modified or replaced.

5.1.2.2. Temperature control system shall be upgraded and integrated into existing temperature control network.

5.1.3. Uninterrupted Power Supply (UPS)

5.1.3.1. The existing Liebert UPS shall be removed and replaced. The New UPS will be located in Room 25. If necessary, Room 25 shall be partitioned and vented appropriately. Work shall be coordinated with Emergency Services and the County IT departments to determine UPS specifications and location.

5.1.4. Video Surveillance and Access Control

5.1.4.1. Video surveillance and access control systems shall be replaced and new systems shall be integrated with existing Genetec security and access control

Exhibit A
Initial Information

network. Access control points and video surveillance locations shall be provided as requested by County.

5.1.5. Fiber Optic Connection

5.1.5.1. A fiber optic connection between 120 Airline Street and 120 Base Road shall be installed. Work shall be coordinated with County IT department to determine fiber type and number of strands. It is assumed that the new fiber cable will be installed within the Base Road and Airline Street highway right-of-way.

5.1.5.2. Fiber terminations and fiber management panels shall be provided and installed at both locations noted above.

6. SCOPE OF SERVICES

6.1. The Architect shall be required to provide Services necessary for the performance and completion of work noted in this Appendix A herein, including Project Description, Scope of Work and Scope of Services. Services shall be provided in accordance with AIA Document B101-2007 with modifications. Services shall include, but not be limited to, the following:

6.1.1. Plans, specifications, and bid documents shall be prepared in accordance with all applicable rules, regulations, and guidance documents including the following.

6.1.2. Perform asbestos containing material survey. Provide material sampling, analysis, and reporting as required.

6.1.3. Identify, quantify, and abate asbestos containing materials impacted by this project.

6.1.4. Prepare plans and specifications for abatement of asbestos containing materials. Abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or Architect.

6.1.5. Prepare, submit application to NYSDOL, and secure approval for required asbestos abatement variances.

6.1.6. Provide Project monitoring/air sampling associated with abatement of ACM. All work shall be performed by a NYSDOL certified project monitor.

6.1.7. Prepare all permit and variance applications and secure all permits and variances.

6.1.8. County shall pay all permit and variance fees.

Exhibit A
Initial Information

6.1.9. Consultants work shall be based on and comply with all current and applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority, in all respects.

6.1.10. Consultant shall coordinate and attend bi-weekly project meetings during design, bid, and construction phases.

6.1.11. Provide construction management and observation services.

6.1.12. Provide one hard copy and electronic copies of as-built plans and specifications and operating and maintenance manuals.

7. MISCELLANEOUS

7.1. REQUIRED PROVISIONS OF LAW

7.1.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

7.1.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion. In particular the Architect shall fully comply with:

7.1.3. The Architect agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. The Architect shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Architects determined to be in violation of this section shall be deemed to be in breach of this Agreement.

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

8. SUBCONTRACTS

Exhibit A
Initial Information

8.1. A subcontractor is a person who has an agreement with the Architect to perform any of the Work.

8.2. The Architect agrees to furnish to the County, prior to the execution of the Agreement, a list of names of subcontractors to whom the Architect proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Architect and any subcontractors regarding the award of any portion of the Work within ten (10) days of their final execution.

8.3. Agreements between the Architect and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits and Construction/Contract Documents, insofar as applicable.

Exhibit B

ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation

- of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. The Contractor will or will continue to provide a drug-free workplace By:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and

- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- 1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.
- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
 - A. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

iii. Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). When applicable to the services provided pursuant to the Contract:

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

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKERS' COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

- a. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the

manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

- a. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

- a. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely

inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval,

recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT.

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

Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

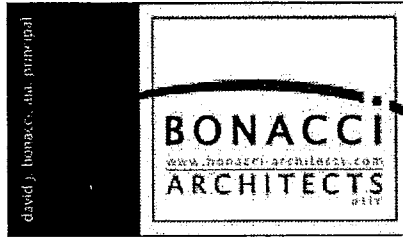
18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

- a. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:
 - i. For the purposes of this provision, the “use of tobacco” shall include:
 - A. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - B. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
 - ii. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
 - iii. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - A. Upon all real property owned or leased by the County of Oneida; and
 - B. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
 - iv. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

Exhibit C

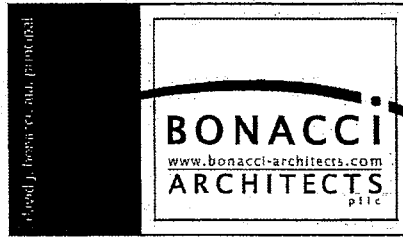


professional a/e services

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

**EMERGENCY SERVICES FACILITY EXPANSION
120 BASE ROAD
ORISKANY, NY**

February 22, 2018



February 22, 2018

Mark E. Laramie, P.E., Deputy Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424

Re: Emergency Services Facility Expansion
120 Base Road
Oriskany, NY

Dear Mark:


We thank you for the RFP for the above referenced project and submit the following proposal for professional architectural/engineering services. It is based on our current understanding of your requirements and can be modified as mutually agreeable.

I have included streamlined relevant data on our firm's capabilities in this segment of work. We believe we are very qualified for this project given our extensive experience in rehabilitation projects.

As you know, our firm provided architectural design services for the existing Emergency Services Facility (911 Center) and also the recently completed Expansion Study. We believe we are uniquely qualified for this project and are poised to provide the County with efficient and timely services for the advancement of the current project.

We trust you find everything satisfactory. If you have any questions, please do not hesitate to call. We believe Oneida County will be well served by Bonacci Architects.

Yours truly,


David J. Bonacci, AIA
Principal

formerly FULIGNI•FRAGOLA/ARCHITECTS pllc

5710 commons park drive, east syracuse, new york 13057 • V 315-437-2636 • F 315-463-8038
110 fulton street, utica, new york 13501 • V 315-797-8666 • F 315-735-3605
e-mail: studio@bonacci-architects.com

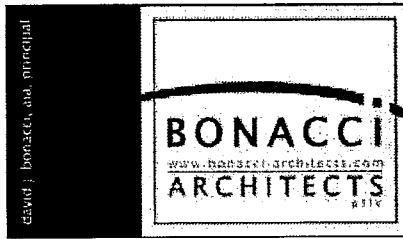


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1 project scope

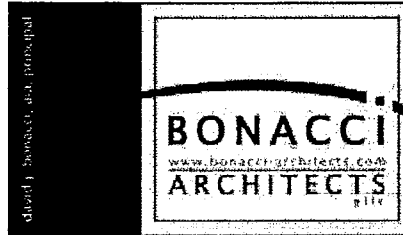
- scope of work
- approach
- proposed schedule

2 project team

- organization chart
- resumes
- relevant experience
- references
- consultants

3 compensation & forms

- proposed fee proposal (exhibit A)
- hourly rate schedules
- exhibits b, c, and d



PROJECT DESCRIPTION

- A. The scope of work is based on the facility study previously prepared by our office and attached to the RFP. All work items identified in the study will be completed with the following modifications and/or additional work items:
1. HVAC Systems
 - a. Existing HVAC systems do not adequately cool critical electronic systems and specific building areas during winter months. It has been determined that existing HVAC systems are not capable of satisfying existing cooling loads and shall be modified or replaced.
 - b. Temperature control system shall be upgraded and integrated into existing temperature control network.
 2. Uninterrupted Power Supply (UPS)
 - a. The existing Liebert UPS shall be removed and replaced. The new UPS will be located in Room 25. If necessary, Room 25 shall be partitioned and vented appropriately. Work shall be coordinated with Emergency Services and the County IT departments to determine UPS specifications and location.
 3. Video Surveillance and Access Control
 - a. Video surveillance and access control systems shall be replaced and new systems shall be integrated with existing Genetec security and access control network. Access control points and video surveillance locations shall be provided as requested by County.
 4. Fiber Optic Connection
 - a. A fiber optic connection between 120 Airline Street and 120 Base Road shall be installed. Work shall be coordinated with County IT department to determine fiber type and number of strands. It is assumed that the new fiber cable will be installed within the Base Road and Airline Street highway right-of-way.
 - b. Fiber terminations and fiber management panels shall be provided and installed at both locations noted above.

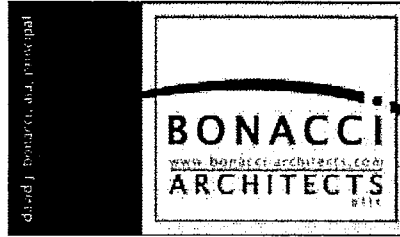
PROJECT BUDGET

- A. The total project budget is \$2,100,000.00; see study for statement of probable cost of construction.

SCOPE OF SERVICES

- A. The Consulting Firm selected for this project shall be required to provide services necessary for the performance and completion of work noted in the RFP. Services shall be provided as required and defined in AIA Document B101-2017 and AIA Document B207-2017, modified by County. Services shall include, but not be limited to, the following:
1. Plans, specifications, and bid documents shall be prepared in accordance with all applicable rules, regulations, and guidance documents.
 2. Identify, quantify, and abate asbestos containing materials impacted by this project.
 - a. Perform asbestos containing material survey. Provide material sampling, analysis, and reporting as required.

- b. Prepare plans and specifications for abatement of asbestos containing materials. Abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or Architect.
 - c. Prepare, submit application to NYSDOL, and secure approval for required asbestos abatement variances.
 - d. Provide Project monitoring/air sampling associated with abatement of ACM. All work shall be performed by a NYSDOL certified project monitor.
3. Prepare all permit and variance applications and secure all permits and variances.
4. County shall pay all permit and variance fees.
5. Consultants work shall be based on and comply with all current and applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority, in all respects.
6. Consultant shall coordinate and attend bi-weekly project meetings during design, bid, and construction phases.
7. Provide construction management and observation services.



PROJECT APPROACH

A thorough kick-off meeting will confirm the scope of work and establish a firm foundation for the successful design of your project. The Schematic Design Phase will include a review of study, existing construction documents, existing conditions, and scope confirmation.

Once the scope and budget have been confirmed and reconciled, Bonacci Architects (BA) will provide Basic Architectural Design Services, including completion of Schematic Design, Design Development, Construction Documents, as well as Bid and Construction Phase services to take your project through to completion.

PROJECT COORDINATION

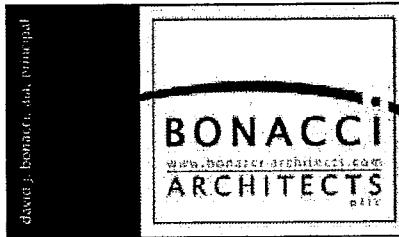
Oneida County DPW and stakeholders, including maintenance personnel, are important members of the project team. BA's role is to listen to these members, document concerns and verbal statements, and then translate this data into physical facilities that fully satisfy your project requirements. Some key points to project coordination are:

- Communication: Our size, structure and communications toolkit, including our proximity to subconsultants, is such that all staff is in close and frequent communication. All communications between us and the OCDPW and contractors will be originated or confirmed in writing. Wherever possible and appropriate, communications will be electronically expedited.
- Problem Identification & Problem Solving: Problems will be identified and included on the project schedule. Factors bearing on the problems will be identified, as well as the means of investigating and evaluating those factors. Based on the information gathered and its evaluation, options will be posed and recommendations will be made as appropriate to facilitate OCDPW decision-making.
- Schedule Control: From the start of the project, a schedule of major tasks, issues and dates will be prepared, monitored and maintained, indicating who is to do what and when. This project schedule will be the primary vehicle for coordination and control.
- Cost Control: We generally base our cost estimates on the Means reference, modified as appropriate, based on our experience. Estimates are updated during the design phases. Cost implications of design and program decisions are closely considered when making those decisions.
- Quality Control: The high level of staff experience and skill is the primary generator of quality. The day-to-day communication between principal, project architects and staff facilitates quality improvements; also, regular office meetings provide a forum for exchanging ideas and discussing problems and their resolution.
- Subconsultants: BA will provide the architectural expertise with the support of distinguished consultant firms with whom we have enjoyed a regular teaming relationship. Each of these firms has worked effectively with BA on the design of previous projects. Individual subconsultant team members have been selected based on past performance and experience with projects of similar type, size and scope. These same individuals will remain assigned to your project through to its completion.

TASKS APPROACH

- Asbestos Investigation: Our proposed scope of this portion of the project will include the following tasks:
 - a. Review with project team members for work scope and areas impacting suspect or known ACM.
 - b. Collect and sample any remaining suspect materials for analysis that are not clearly defined by previous available reports.
 - c. Triplicate sets of samples will be collected and analyzed for the presence of asbestos from friable suspect materials. Bulk samples will be analyzed by polarized light microscopy (PLM). Single samples of non-friable - organically bound materials (NOB's) will be collected and analyzed by PLM - gravimetric reduction. If necessary, follow-up transmission electron microscopy (TEM) will be performed on those materials determined to be negative for asbestos by PLM.
 - d. Compile list of ACM's affected by the renovations and provide to the project team.
- Completion of Schematic Design: Effective schematic design documents must be based on as detailed an understanding of the design as possible and yet portray the design concepts simply and concisely so that they are easily understandable to all members of both sides of the design team.
- Asbestos Removal Planning & Design (if required): The BA team will be responsible for the comprehensive planning, including the identification of design parameters, specifications, and drawings for the removal and disposal of ACM from the affected areas. Prior to the development of project specifications and drawings, the project design team review will include, but not be limited to, the following:
 - a. Overall scope of the project.
 - b. Walk-through other relevant parts of the affected building.
 - c. Building use and occupancy.
 - d. Site access points and any known safety hazards.
 - e. Review building plans.
 - f. Identification of locations for contractor access, material removal, etc.
 - g. Determination of Oneida County's requirements; incorporation into design.
 - h. Verification of material quantities to be abated including potentially contaminated materials (suspended ceilings, HVAC distribution, lights, etc.) and appurtenances.
 - i. Check building systems for accessibility of electric power and water for abatement.
 - j. Review the proposed work site for project phasing considerations, work area isolation, etc.
 - k. Determine the accessibility of the building occupants to the proposed work areas.
 - l. Determine the need for and petition a single project-specific variance.
 - m. Document pre-existing conditions of the facility.
 - n. Coordinate with the staged removal of existing MEP systems and staged design of reconstructed MEP systems (as needed).
- Design Development: Effective design development documents must fully identify and describe all of the construction work that is to be completed and do so at a sufficient level of detail to make that work fully understandable to all parties. All design decisions need to have been made by this point. Ideally, the design development documents represent a completion of the design activity, though in fact patterns, colors and other such minor appearance issue decisions are frequently decided during the construction document phase.
- Construction Documents: During the construction document phase, the design development information is organized into a more detailed form that can be used by bidders and contractors. Upon completion and final coordination of construction documents, a complete set of reproducible drawings and specifications, including asbestos removal documents, will be provided to the County for reproduction and distribution to bidders. Requirements for phasing, as requested by the County, will be clearly incorporated in our construction documents.

- Bid & Contract Award: We will be available to assist you in any way we can to make the bid process a success. This includes conducting a pre-bid meeting, providing prompt replies to bidder questions and the timely issuance of any necessary addenda. The BA team will review the technical qualifications of the bidders and bids and make recommendations for award of construction contracts. BA will also provide necessary assistance and coordination with Oneida County in preparing the various contracts.
- Construction Administration: We will provide all construction administration duties required by our contract, including the review of all contractor submittals required by renovation specifications. Also, in order to help realize OCDPW's project delivery-date objectives, we will provide additional assistance to the Owner in his roll as coordinator of multiple prime contractors, or his designated Construction Manager, by including in our construction documents specific requirements that will result in the required level of prime contractor coordination. A construction schedule will be developed and used for tracking the progress of the work and will be reviewed and updated at each job meeting. We will provide phased CA to coincide with phasing plan indicated in CD's.
- Construction Period Monitoring (if required): The BA team will provide air sampling and project monitoring as required by NYS Code Rule 56. This will include background sampling prior to the start of the project, daily perimeter sampling and project monitoring during removal, and post-abatement clearance sampling as required to comply with ICR56, applicable and/or a site-specific variance. The work will be conducted by an experienced industrial hygiene technician accredited as both a project monitor and air sampling technician. Project monitoring services will include observation, to the extent feasible, of the contractor's work, inspections, and coordination with the Owner and his construction manager.
- Post-Construction: We will provide the Owner with a report summarizing asbestos abatement design services rendered (if necessary). The report will include but not be limited to site logs, air monitoring data sheets, laboratory reports and chain-of-custody forms, contractor submittals, and waste manifest form completed by the contractor. After construction, we will also assist you with your end-of-warranty period evaluations, to have contractors replace any failed materials/work and to enable the OCDPW to update its quality and performance standards as may be required. BA will develop electronic "as-built" drawings from on-site Contractor documentation of changes and our record of changes.



PROJECT SCHEDULE

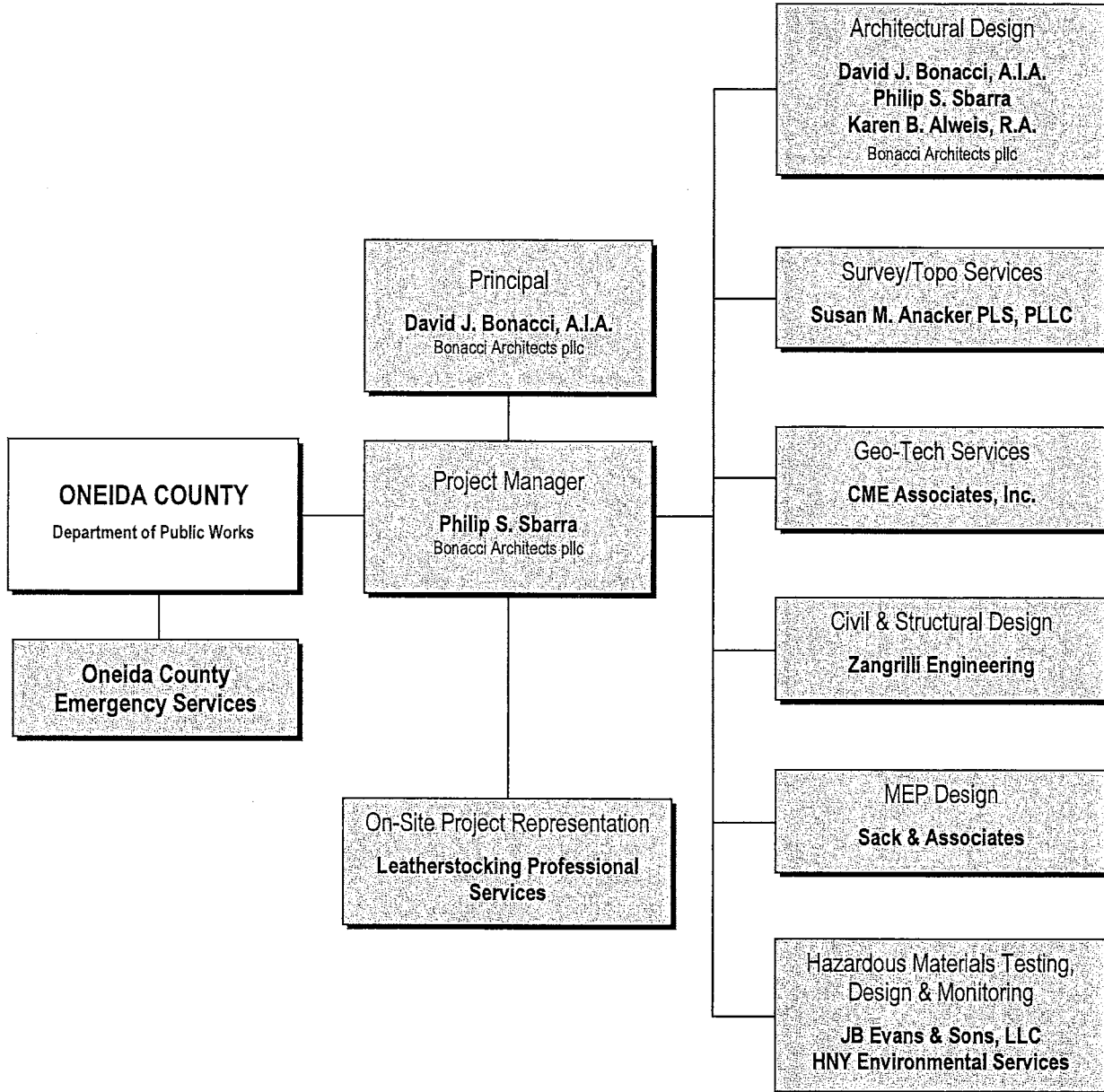
Bonacci Architects has all the design resources required and we are ready to begin work on this project within two (2) weeks from contract award. We have prepared the following preliminary duration schedule for your consideration. This schedule is based on what we believe to be a reasonable timeline given our experience on other Oneida County projects. **If the County is pressed for specific target occupancy dates or for whatever other reason wishes to modify this timeline, BA stands ready to do so.**

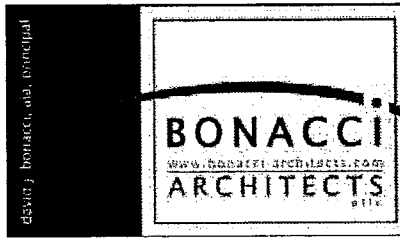
A/E Selection	49 days
Review Proposals	2 days
Final Selection of A/E	2 days
A/E Services Contract Prepared / Signed	45 days
 Planning / ACM Testing	 11 days
Project Kick-off Meeting	1 day
Review Documents / Field Conditions	1 day
Material Sampling & Testing / ACM Test Report	5 days
Information Gathering & Research	2 days
Prepare Project Budget & Schedule	2 days
 Schematic Design (SD) Phase	 7 days
Prepare SD Documents / Update Cost Estimate	7 days
 Design Development (DD) Phase	 21 days
Prepare DD Documents / Update Cost Estimate	21 days
 Construction Documents (CD) Phase	 31 days
Prepare CD's / Update Cost Estimate	28 days
Print & Distribute Bid Documents	3 days
 Bidding / Award Phase	 30 days
Advertise / Receive Bids (overlap CD phase)	21 days
Canvas & Award Contract	2 days
Mobilization / Contract Signing	7 days
 Construction Phase*	 220 days
Complete ACM Abatement	15 days
Addition	105 days
Alterations	90 days
Closeout	5 days
Review Final Paperwork / As-Builts	5 days

* The construction phase will require multiple phases and detailed coordination to maintain 911 operations; this part of schedule will need to be addressed with input from the 911 administrative staff.

Emergency Services Facility Expansion 120 Base Road, Oriskany, NY

PROJECT TEAM ORGANIZATION





PROFILE

Bonacci Architects and its predecessors have been practicing architecture since 1957; this practice has been varied, producing a body of work that includes most project types. We believe that the basic principles of design are applicable to all projects and to new structures, additions and renovations alike.

Bonacci Architects strives for outstanding design and believes that outstanding design is much more than aesthetic form. It is the result of the proper consideration of function, budget, schedule, constructability, maintainability, durability, context, aesthetics, close cooperation with clients and the myriad other factors influencing a specific project.

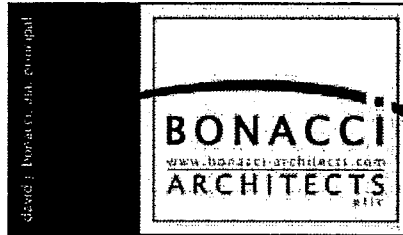
To that end, we provide the following professional services:

Programming	Green Building Design (including LEED)
Master Planning	Construction Contract Administration
Site Analysis and Design	Interior Design
Building Design	Construction Cost Estimating
Code-conformance Surveys	ADA Handicapped Accessibility
Historic Structures (Adaptive Re-use)	Urban Redevelopment

We are architects and our technical staff has high professional qualifications. Their skill and experience provides you with high quality service in optimum time. Medium size and non-departmental structure allow us to handle both large and small projects with efficiency. *The professionals who design the project provide administration of the construction contracts, facilitating continuity of thought and execution.* The benefits for our clients are personalized attention combined with broad technical expertise.

After experience with both in-house engineering and outside consultants, we made a carefully-considered decision to use consultants. We can select those who provide the depth of specialized expertise, in a timely manner, as required for a specific project and its schedule. We find that their responsiveness and coordination with our work is as good as or better than that achievable with in-house personnel, despite the oft-assumed advantage of the latter agreement. *We have the most appropriate team working for you.*

Bonacci Architects provides personal, responsive service. By personal service, we mean that the Principal-in-Charge and Project Architect will be involved in the work from beginning to end. By responsive, we mean that we *listen* and will cooperate with your input, then respond to your needs as expeditiously and completely as possible. We welcome you as an active, contributing member of the team!



DAVID J. BONACCI, AIA

Principal / Director of Design

Years experience with this firm - 36 years; with other firms - 8 years

Registration:

New York No. 015803

Education:

Syracuse University @ Utica College, B.S. Contracts and Construction, 1972

Continuing Education: AIA Continuing Education Seminars
The Roofing Industry Educational Institute Seminars
Sustainable Architectural Initiatives

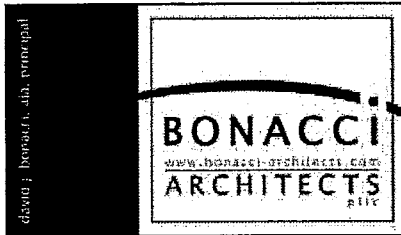
Community:

Trustee (former) / Landmarks Society of Greater Utica
Advisor / City of Utica Planning Department
Sponsorship Chair / Herkimer Area Resource Center Fund Development
Chair / Scenic & Historic Commission, City of Utica
Member / CNY Green Building Council

Experience:

Mr. Bonacci has performed programming, design, production and management duties for a variety of building projects and building types. He has been directly involved in various capacities with nearly all projects listed on our experience lists included herein. Some specific projects he has worked on include:

- Oneida County Emergency Services Facility Study, Oriskany, NY
- Oneida County 911 Emergency Call Center Facility, Oriskany, NY
- MVCC "thINCubator" (2016), Bagg's Square East, Utica, NY
- MVCC ACC Room 116 Renovations, Utica, NY
- The Community Foundation, 2608 Genesee St., Utica, NY
- New Offices for The House of the Good Shepherd, Herkimer Rd., N. Utica, NY
- Façade/Masonry Renovations (2015-2016) at Union Station, Utica, NY
- MVCC Payne Hall Restorations, Utica, NY
- Union Station REA Wing Masonry Repairs, Utica, NY
- Renovations to Oneida County Office Building Receiving Area/Parking Garage, Utica, NY
- Abatement & Renovations to Oneida County Office Building, 6th Floor, Utica, NY
- Abatement & Renovations to Oneida County Office Building, 2nd Floor, Utica, NY
- Renovations to 300 W. Dominick St., Oneida County Offices, Rome, NY
- New Building for SRC, Inc. (LEED Certified), North Syracuse, NY
- Addition to Adjusters International, Utica, NY
- Addition to Griffiss Institute, Griffiss Park, Rome, NY (LEED Certified)
- Rehabilitation of the historic Union Station, Utica, NY
- Study/Schematic Design for New DOT Facility, Onondaga County, NY
- Public Safety Complex, Utica, NY
- Multiple projects throughout Upstate New York for the United States Postal Service



PHILIP S. SBARRA

Assistant to Director of Design

Years experience with this firm – 18.5 years; with other firms - 2 years

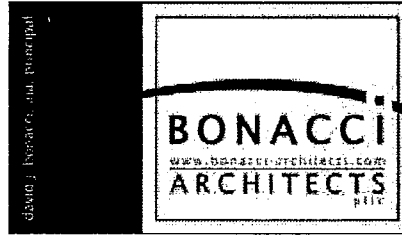
Education:

Syracuse University, B. Arch., 1999

Experience:

Mr. Sbarra has provided design, contract documents and construction administration for a variety of project types. He also has experience in model making and computer-aided graphics related to architecture.

- Oneida County Emergency Services Facility Study, Oriskany, NY
- Alterations to Carbone GMC Dealership, Town of Deerfield, NY
- Additions & Alterations to Carbone Honda, Yorkville, NY
- New BMW Dealership Facility, Carbone Auto Group, North Utica, NY
- MVCC “thINCubator” (2016), Bagg’s Square East, Utica, NY
- Mohawk Valley Community College ACC Room 116 Renovations, Utica, NY
- The Community Foundation, 2608 Genesee St., Utica, NY
- New Offices for The House of the Good Shepherd, Herkimer Rd., N. Utica, NY
- Façade/Masonry Renovations (2015-2016) at Union Station, Utica, NY
- Union Station REA Wing Masonry Repairs, Utica, NY
- Loading Dock Renovations, Herkimer ARC, Ilion, NY
- Office Renovations for The House of the Good Shepherd, Utica, NY
- Renovations to Kennedy Plaza Apartments, Utica, NY
- Renovations to Kids Oneida, Utica, NY
- Renovations to Our Lady of Lourdes Church and Seton Center, Utica, NY
- Numerous downtown revitalization projects, City of Utica, NY
- Renovations to Oneida County DMV at Union Station, Utica, NY
- District-Wide Facilities Phase III, Greater Johnstown School District, Johnstown, NY
- Renovations to Montessori School, Chadwicks, NY
- New Bell Hall, Utica College, Utica, NY
- New Tower Hall, Utica College, Utica, NY
- Student Housing for Pratt Institute at Munson Williams Proctor Institute, Utica, NY
- Addition to Adjusters International, Utica, NY
- Lobby Renovations for Union Station, Utica, NY
- Renovations for NYSUT, New Hartford, NY
- Don’s Ford Dealership, Utica, NY
- Carbone Chrysler Dodge Dealership, Utica, NY
- Proposed Carbone Jaguar Sales Center, Utica, NY
- Carbone Honda Dealership, Utica, NY
- New Offices for Salomon Smith Barney, Utica, NY
- New Office Building for Underground Facilities Protective Organization (UFPO), Dewitt, NY
- UCP Community Residence Expansion, Little Falls, NY



KAREN B. ALWEIS, RA

Project Architect

Years experience with this firm - 23 years, with other firms - 4 years

Registration:

New York No. 025745-1

Education:

Ohio State University, B. Arch., 1986
Syracuse University, M. Arch., 1991

Continuing Education:

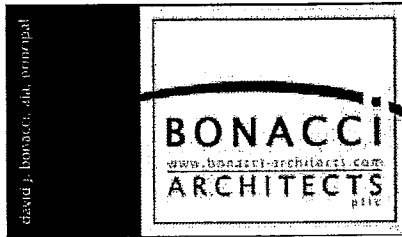
AIA Continuing Education Seminars

Experience:

Ms. Alweis has been involved in various projects including educational, institutional, commercial and residential. She has also been involved with the interior design of many projects.

Experience with new and/or renovation work includes the following:

- District-Wide Capital Project, Mechanicville City School District
- New Aging-Out Residence, Upstate Cerebral Palsy, Lyons Falls, NY
- New Apartment Buildings w/ Community Center for Municipal Housing Authority, Utica, NY
- Alterations to Locker Rooms, OnCenter War Memorial, Syracuse, NY
- Renovations to various United States Postal Service Buildings located throughout New York State
- Building Condition Survey(s), Greater Johnstown School District
- Window Replacement at West Utica Fire Station, Utica, NY
- Renovations to the Preschool Facility for The Neighborhood Center, Utica, NY
- New Facility for UCP Children's Educational and Residential Center, Rome, NY
- Interior Renovations to the Children's Center, Upstate Cerebral Palsy, Utica, NY
- Expansion of Day Treatment/Conference Center, Armory Campus, Upstate Cerebral Palsy, Utica, NY
- Staff Architect for Renovations to Residences, Herkimer Area Resource Center, Herkimer, NY
- Renovations to Insight House Chemical Dependency Services, Utica, NY
- Renovations for the former Lady of Lourdes Convent and conversion to Residence for Teen Mothers
- Renovations & Additions for various school districts including: North Syracuse Central School District, Greater Johnstown School District, Westhill School District, Newark Central School District, and McGraw Central School District (as consultant to prime A/E)



RELEVANT PROJECT EXAMPLES

Oneida County 911 Emergency Call Center, Oriskany, NY

Description:

Architectural design of the one-story, stand alone, 6,100 GSF± Oneida County 911 Emergency Call Center. This entailed working closely with all stakeholders as the County moved to consolidate emergency response capabilities.

Construction Cost: N/A
Completion Date: 2001

Oneida County Emergency Services Facilities Study, Oriskany, NY

Description:

Study to investigate potential expansion along with other various improvements to the existing facility.

Construction Cost: N/A
Completion Date: 2017

City of Utica Police Facilities Study, Utica, NY

Description:

Study police department space and program needs for a future state of the art police facility for the City of Utica.

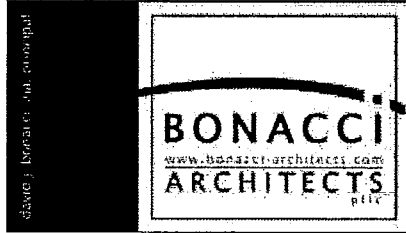
Construction Cost: N/A
Completion Date: 2016

Addition to Center for Information Assurance, Rome, NY

Description:

Design of a 25,000sf addition to the existing Griffiss Institute utilized for office/educational space. Addition obtained LEED Certification and provided a significant reduction in energy usage, improved indoor air quality, and an abundance of natural light.

Construction Cost: \$3,200,000±
Completion Date: 2008



REFERENCES

Mr. Tony Picente
Oneida County Executive
(315) 798-5800

Mayor Robert Palmieri
City of Utica
(315) 792-0100

Ms. Alicia Dicks, Executive Director
The Community Foundation
(315) 735-8212

Mr. Kevin Crosley, Executive Director
Arc Herkimer
(315) 866-2920

Mr. W. Todd Woods, Business Manager
Mechanicville City School District
(518) 664-5727

Fr. Joe Salerno, Pastor
Our Lady of Lourdes
(315) 724-3155

Ms. Laura Casamento, President
Utica College
(315) 792-3219

Mr. Archie Wixson, Deputy Commissioner
Onondaga County
(315) 435-3451

Mr. Christopher Sagaas, Director
Utica Public Library
(315) 735-2279

Mr. Steven Bulger, CEO/Exec. Director
Kids Oneida
(315) 792-9039

Mr. Frank DuRoss, Executive Director
Mohawk Valley Community College Foundation
(315) 792-5526

Mr. Steve DiMeo, Executive Director
Mohawk Valley EDGE
(315) 338-0393

Mr. Ron Cuccaro, Chairman
Adjusters International
(315) 797-1234

Mr. Ed King, Facilities Director
Diocese of Syracuse
(315) 470-1478

Mr. Gary Thurston, Chairman/CEO
The Hayner Hoyt Corporation
(315) 455-5941

Mr. Tony Esposito, President
JetNet
(315) 797-4420

Mr. Randy VanWagoner, President
Mohawk Valley Community College
(315) 792-5400

Mr. James Kurbiel, Project Manager
United States Postal Service
(518) 266-0601 x36

Mr. Don Carbone
Carbone Auto Group
(315) 724-4216

Ms. Terry Plizga, VP
M&T Bank
(315) 738-4808



Company Overview

Leatherstocking Professional Services(LPS) is an Upstate New York based, Service-Disabled Veteran Owned Small Business established to provide Project Management, Quality Control/Assurance and Owner Representation Services as they relate to both New Construction and Existing Facility Management.

In a construction environment that burdens contractors with a seemingly endless sea of paperwork fewer and fewer, otherwise qualified, contractors are willing to take the steps necessary to avail themselves to these opportunities. With such a restricting set of environmental circumstances, owners, end users and public consumers face a limited number of service providers capable of fulfilling the contractual needs of their projects. Ultimately, the competitive field becomes structured in a state of imbalance and costs inevitably expand beyond reason. LPS was established to bridge the gap existing between "highly" qualified contractors that are increasingly "put-off" by the the "red-tape" involved in working on large-scale, publically funded projects and customers interested in entertaining agreements with qualified contractors able to work within compensation packages that are both fair and competitive.

Contractor Benefits

Leatherstocking Professional Services provides contractors with lower overhead costs by eliminating their need to staff offices with project managers, estimators and documentation specialists. By providing our contractor clientele with experience based advice, guidance and service, maintaining a competitive edge relative to overhead happens almost automatically. Removing the burden of these office based skills, allows our contractor clientele the opportunity and time to focus on forging forward with training toward current and future trends in their respective trades.

Owner/End User Benefits

Leatherstocking Professional Services provides our end user clientele (government entities, school districts, municipalities and larger private/commercial enterprises) with access to "pre-bid" budgeting, opportunities to clarify and prepare Scopes of Work ready for release for competitive bidding and supervisory personnel capable of managing projects and quality control from an owner/purchaser point of view.

Certifications

LPS is NYS Certified by the NYS Office of General Services Division of Service-Disabled Veterans' Business Development. Our federal certification was obtained via The United States Department of Veterans Affairs Center for Verification and Evaluation.

LEATHERSTOCKING
PROFESSIONAL
SERVICES
2718 WELSHBUSH RD.
FRANKFORT, NY
13340
315-525-1326

DUNS NUMBER
080644142

CAGE CODE
7UUW8

EIN
82-1182140

NYS VENDOR ID
11001183639



**New York State Certified
Service-Disabled Veteran-Owned Business**

Emil H. Streeter
2718 Welshbush Road
Frankfort, New York 13340
315.525.1326

Education:

Master of Science: Administration and Policy Studies; University of Albany at Albany, NY. (33/36)
Bachelor of Arts: Sociology/Education; Syracuse University at Utica, NY.

Employment:

2017 – Present	Company Name: Leatherstocking Professional Services Title/Position held: Owner/Senior Project Manager/Estimator Employment Dates: 17 April 2017 to Present Duties/Responsibilities: All aspects of construction project management, construction estimating, invoicing, accounts payable and accounts receivable
2016 - 2017	Company Name: M. Scher & Son, Inc. Title/Position held: Senior Project Manager/Estimator Employment Dates: 4 January 2016 to 11 April 2017 Duties/Responsibilities: All aspects of construction project management, construction estimating, sub-contractor scheduling and purchase order writing
2015 – 2016	Company Name: Metallogix Custom Metal Fabrication Title/Position held: Director of Plant Operations Employment Dates: 2 January 2015 to 31 December 2015 Duties/Responsibilities: Manpower scheduling and management relative to the production of commercial air handling equipment and custom metal fabrications, including estimating off-site HVAC construction projects
2012 – 2015	Company Name: American Artisans Group Title/Position held: Senior Project Manager/Estimator Employment Dates: 12 August 2012 to 2 January 2015 Duties/Responsibilities: All aspects of construction project management, construction estimating, sub-contractor scheduling and purchase order writing
2008 – 2012	Company Name: Adorino Construction Inc. Title/Position held: Site Superintendent/Project Manager/Estimator Employment Dates: 1 June 2008 to 12 August 2012 Duties/Responsibilities: All aspects of construction project management, construction estimating, sub-contractor scheduling and purchase order writing
1997 - 2008	Foreman/Lead Carpenter Palmieri and Zumpano Construction Co.'s (During scheduled breaks in school year); New York State Certified Elementary Teacher, Westmoreland/ Utica Central Schools;
1994 - 1997	Director of Facilities, Mohawk Valley Nursing Home /Self-Employed Finish Carpenter
1992 - 1994	Maintenance Superintendent, City of Utica Water Treatment Facility /Self-Employed Finish Carpenter
1986 - 1992	Carpenter/Foreman, Herkimer, NY
1982 - 1986	Data Systems Technician, United States Navy

Susan M. Anacker, Professional Land Surveyor, PLLC (Anacker) is a professional surveying firm, providing land survey services to the architectural, engineering, and construction communities since 1998. With an office located near Utica, New York, ANACKER provides professional surveying services throughout the Northeastern United States.

An overview of the firm's services includes:

LAND

- topographic mapping
- design and site surveys
- right of way mapping
- CAD Mapping
- ALTA/ACSM Land Title Surveys, and boundary retracement surveys
- construction staking and as-built surveying and mapping

COMMITMENT

The ANACKER client always comes first.

RESPONSIVENESS

In the architectural, engineering, and development community, the topographic, and/or boundary survey serves as the foundation for project development. ANACKER prides itself with timely response to its client's request throughout the project lifecycle, starting with the client's request for proposal, implementing the project scope by assigning, planning, and executing the project efficiently and effectively while communicating regularly with the client, and submitting the deliverables on or before the client's deadline.

"We needed boundary and topographic surveys, including research, field work, calculations, and mapping in a 3 week time frame for our project, S.E. Payne Cornerstone in Auburn, NY. Due to the time constraint, Susan was willing and able to take the challenge ... Susan delivered the requested surveys on time and was able to finish 3 essential properties in advance of the deadline. We will be using Susan in our future projects."

Benjamin Lockwood
Housing Visions Consultants, Inc.

"I would like to take this opportunity to give my whole hearted recommendation for the professional surveying services I have engaged recently with Susan M. Anacker, PLS... I needed a very quick turnaround for a 90 acre boundary survey, including 50 acres of topography. Susan not only delivered the requested surveys and drawings to me on time and expertly done, but having checked for other pricing on the same types of services, Susan came in as the lowest qualified bidder."

Thomas Stock
Herkimer County Community College

Susan M. Anacker, Professional Land Surveyor, PLLC
New York State Certified WBE and DBE

QUALITY OF DELIVERABLES

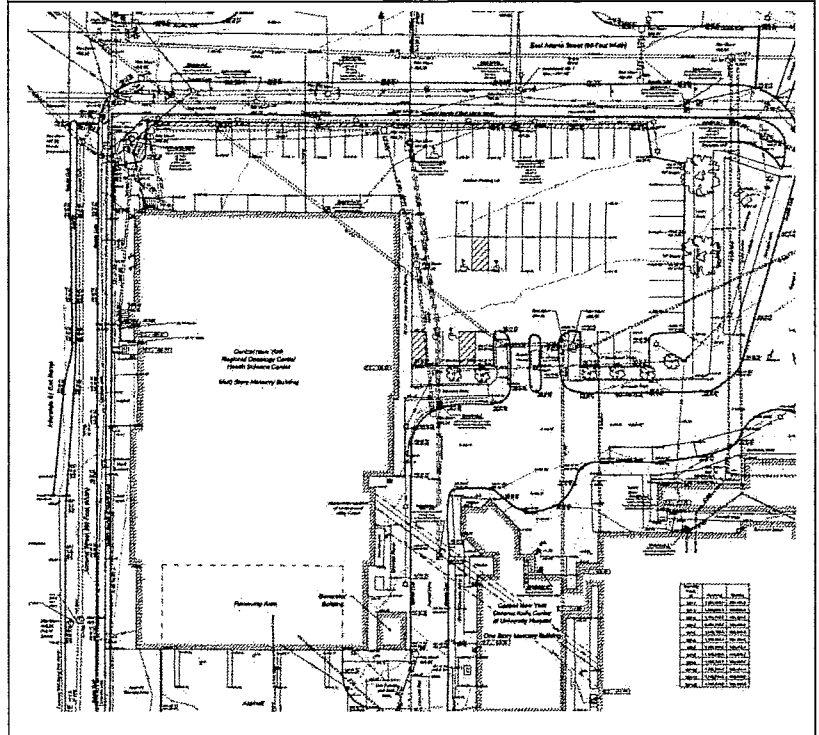
In the surveying profession, the deliverable is typically a map (paper and/or electronic) or a legal description. Frequently, within the profession, a prospective client's expectation regarding the accuracy, completeness, presentation, and overall quality is assumed; all surveys are considered equal. However, the reality is there is a wide variation in the quality of the deliverables. ANACKER prides itself on ensuring that the information shown on its surveys is technically accurate, the information required by the client is present, and the presentation of the information is clear, concise, and aesthetically pleasing.

CLIENT RELATIONSHIPS

Building and maintaining relationships with clients is the basis for securing a majority of the firm's projects. Typically, once ANACKER has secured a client, that client will continue to utilize ANACKER to fulfill their future surveying requirements. These relationships are fostered through our responsiveness, quality of service, and the respect shown to our clients.

COMPETITIVE FEE

In today's competitive business environment, professional services are frequently awarded based on the lowest fee to provide those services. ANACKER is committed to providing services of exceptional quality, while requesting a reasonable fee for those services. In a competitive bid environment, ANACKER typically will not have the lowest fee because we will not sacrifice quality to secure a project. A majority of our projects are secured due to proposal quality and reputation, rather than project cost. ANACKER finds that clients are willing to pay a reasonable fee for submittals that meet or exceed their expectations.



EQUIPMENT

ANACKER is committed to providing its staff with quality equipment to perform quality work for its clients.

The following is a listing of equipment ANACKER possesses for the execution of field surveys, survey computations, and map generation.

GPS Receivers:	Carlson BRX5 RTK & Static units
Total Stations:	Focus 30 Robotic Total Station Topcon GTS 212 Manual Total Station
Data Collectors:	Carlson Surveyor Plus with Surv CE Software and Spectra Ranger with Fast Survey Software
Software:	Carlson 2015 with Embedded AutoCAD Bentley Power Draft Survey Release Vi8

Susan M. Anacker, Professional Land Surveyor, PLLC
New York State Certified WBE and DBE

SERVICE AREAS

ANACKER offers a variety of services to complete most land surveying requirements.

LAND

ALTA/ACSM Land Title Surveys

- Commercial, retail, and industrial conveyances and mortgages.

Boundary Surveys

- Commercial, retail, private sector, and industrial conveyances and mortgages;
- Project boundary determination for architectural planning and engineering design;
- Boundary line dispute resolution;
- Right of Way and Easement survey mapping for local government municipalities;
- Subdivision lot configuration of individual parcels of land & attendance at local Planning Board meetings

Topographic Surveys

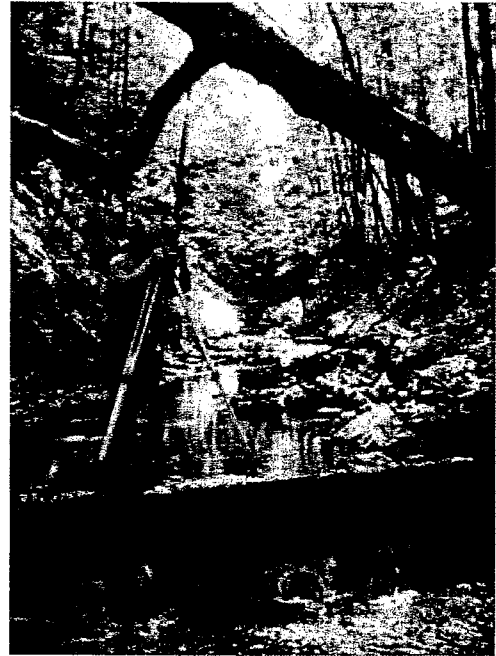
- Project development and civil site design;
- Municipal water distribution, sanitary sewer, and storm water collection systems

Construction Surveying

- Layout for grading, site improvements, structures, roadways, site utilities (e.g. storm, sanitary, water, electric, natural gas, and communications), and storm water retention facilities;
- Column and anchor bolt layout, and anchor bolt as-built verification;
- Conventional or GPS staking; and
- As-built surveys of site improvements and utilities.

Geodetic Control utilizing GPS Technology

- Establishment of horizontal and vertical control, utilizing static and differential (RTK) GPS surveying techniques
- Establishment of horizontal and vertical control at project sites;



Susan M. Anacker, Professional Land Surveyor, PLLC
New York State Certified WBE and DBE

GENERAL INFORMATION

Company Name: Susan M. Anacker, Professional Land Surveyor, PLLC

Address: 11082 Davis Road East
Deerfield, New York 13502

Contact Name & Title: Susan M. Anacker, PLS – Principal

Phone Number: 315.724.6800

Fax Number: 315.724.6809

E-mail: sue@susanmanackerpls.com

Website: www.susanmanackerpls.com

CORPORATION INFORMATION

Type of Firm: Professional Limited Liability Company

Year Organized: 1998

State of Incorporation: New York

New York State WBE: Certified on May 30, 2000 and Re-certified March 18, 2014

New York State DBE: Certified on February 26, 2007 Recertified every August

STAFF INFORMATION

Total Number of Staff by Classification:

Professional Land Surveyors: 1

Surveyor Technicians/CAD Operators: 2

Susan M. Anacker, Professional Land Surveyor, PLLC
New York State Certified WBE and DBE

Education:

A.A.S., Surveying Technology
Mohawk Valley Community College, 1993

B.S., Wildlife Biology
University of Maine, 1984

Professional Registrations:

Professional Land Surveyor, New York, 1998

Professional Affiliations:

New York State Association of Professional
Land Surveyors

Safety Education:

10-Hr OSHA Construction Safety Training
40-hr. HAZWOPER Training

Total Years of Experience: 30

Years with Anacker: 20

As the Principal, Ms. Anacker is responsible for the daily operations of the firm, to include client communications, contract negotiation, staff development, quality control and quality assurance, professional review, and project certification.

She has over 30 years experience performing boundary retracement, ALTA/NSPS Land Title Surveys, topographic surveys, construction, and as-built surveying and mapping.

In 1998, Ms. Anacker established the firm to provide surveying and mapping for the private and commercial, and the architectural, and engineering communities in the Oneida-Herkimer County area.

Ms. Anacker obtained certification as a Woman Business Enterprise (WBE) and a Disadvantaged Business Enterprise (DBE), and continues to satisfy the certification requirements.

Relevant Project Experience:

Brixius Creek – Stream Bank Improvements-Bank Restoration Project

Services: Perform topographic surveying and mapping, on three sections of the Creek.

Role: Principal Surveyor

Location: Town of Union, Broome County, New York

Client: Town of Union

Town of Windham – Long Term Community Recovery Strategy

Services: Perform topographic surveying and mapping, and ASCE Quality Level C subsurface utility investigation of the approximate 54 acre for a comprehensive, long term management strategy.

Role: Principal Surveyor

Location: Town of Windham, Greene County, New York

Client: Town of Windham

Town of Frankfort - Northern Safety – ALTA Survey

Services: Perform topographic surveying and mapping, and boundary line determination and ASCE Quality Level C subsurface utility investigation of the approximate 18-acre site

Role: Principal Surveyor

Location: Town of Frankfort, Oneida County, New York

Client: The Edge Group, LLC

City of Utica – Genesee Street and Oneida Square Intersection Improvement

Services: Perform calculations and construction layout of streets, sidewalks, drainage structures, driveways, and curbing

Role: Principal Surveyor

Location: City of Utica, Oneida County, New York

Client: City of Utica

Education:

BS Surveying Engineering
May 2011, SUNY Alfred,
Alfred, NY

AAS Surveying Technology
December 2008, Paul Smith's College
Paul Smiths, NY

Professional Affiliations:

New York State Association of Professional
Land Surveyors

Safety Education:

10-Hr OSHA Construction Safety Training
40-hr. HAZWOPER Training

Total Years of Experience: 8

Years with Anacker: 6

As the Lead Survey Technician, and Party Chief, Ms. Doxtader is responsible for the daily operations of the survey crew, field operations and mapping. She is proactive in learning over and above any training she receives, which shows in the quality of her work.

She has over 8 years experience performing boundary retracement, ALTA/NSPS Land Title surveys, elevation certificates, topographic, and design surveys, and as-built surveying and mapping.

She excels in the use of GPS, robotic and traditional total stations, and related data collection units in the field. She easily transitions to the office and uses Carlson software to produce quality maps.

Ms. Doxtader joined the firm in 2010 to provide surveying and mapping for the private and commercial client, and architectural, and engineering communities.

Relevant Project Experience:

Seneca Lake State Park – Facility Infrastructure Upgrades

Services: Perform topographic surveying and mapping, and ASCE Quality Level C subsurface utility investigation of the approximate 73-acre State Park.

Role: Instrument Operator

Location: City of Geneva, Seneca County, New York

Client: New York State Parks and Recreation and Historical Preservation

Katzman Recycling Center – NYSDEC Standby Engineering Services

Services: Perform topographic surveying and mapping, and boundary line determination on this approximate 20 acre hazardous waste site.

Role: Party Chief

Location: Town of Granville, Washington County, New York

Client: New York State Department of Environmental Conservation

Brixius Creek – Stream Bank Improvements-Bank Restoration Project

Services: Perform topographic surveying and mapping, on three sections of the Creek.

Role: Party Chief

Location: Town of Union, Broome County, New York

Client: Town of Union

City of Utica – ALDI's Inc. ALTA/NSPS survey

Services: Perform boundary, topographic and design survey on a 2.52 acre parcel for transfer of property. Provide mapping of same.

Role: Lead Survey Technician/Project Manager/Drafting

Location: Herkimer Road, City of Utica, Oneida County, New York

Client: APD Engineering and Architecture, PLLC

Education:

Architecture

1980, Indiana Vocational Technical College
Indiana

CAD Class

1996, SUNY Morrisville
Morrisville, New York

Safety Education:

10-Hr OSHA Construction Safety Training
24-hr. HAZWOPER Training

Total Years of Experience: 30

Years with Anacker: 8 months

Mr. Budnick joined the firm in June of 2017. He brings with him over 30 years of surveying experience and a vast knowledge of the profession. Although his expertise is construction layout, he has experience in residential surveys, architectural, and site surveys, and topographic surveys. His forte is bridge construction layout, and he has worked on several NYS Department of Transportation projects.

At this firm, Mr. Budnick is responsible for doing boundary line research, field work, and mapping. He is also responsible for reading construction plans and aiding in the preparation of quotes. In the field he interfaces with the client and troubleshoots problems that may arise during the course of construction layout.

He is well versed with the use of GPS, robotic instruments and the data collectors.

Relevant Project Experience:

Buck Construction – Hartford Luxury Apartments

Services: Perform calculations; construction layout of building, retention ponds, walkways, roads; verify property lines

Role: Lead Survey Technician

Location: Town of New Hartford, Oneida County, New York

Client: Buck Construction

Village of Sidney – FEMA Buyout Surveys

Services: Perform boundary retracement surveys on 48 properties

Role: Survey Technician

Location: Town of Sidney, Delaware County, New York

Client: Town of Sidney

Sidney Municipal Airport – Parallel Taxiway Design

Services: Perform topographic surveying and mapping, and ASCE Quality Level C subsurface utility investigation of the approximate 30-acre portion of the airport.

Role: Survey Technician

Location: Town of Sidney, Delaware County and Town of Bainbridge, Chenango County, New York

Client: Town of Sidney

Schnectady Rail Station – AMTRAK Building Reconstruction

Services: Perform calculations; construction layout of the building, platform, drainage structures, parking lot and curbing

Role: Lead Survey Technician

Location: City of Schnectady, Schnectady County, New York

Client: City of Schnectady

THE FIRM

CME Associates, Inc. is an Independent Commercial Testing Laboratory and Technical Services Firm incorporated in New York State in 1983 by the past firm President and current Technical Director, Marcus A. Rotundo. Marcus is a Licensed Professional Engineer registered in New York and several other states. He is a graduate of Clarkson College (1977) with a Bachelor of Science Degree with Distinction in Civil and Environmental Engineering. Marcus has been engaged in the construction industry continuously for over 30 years. The current firm President and Owner is Elizabeth A. Casatelli, PHR. **CME** is pleased to announce that we have our Women-Owned Business Enterprise (WBE) Certification with New York State’s Empire State Development (ESD).

CME is the leader for full-service Independent Testing Laboratory and Geotechnical Services in New York State. **CME’s** corporate objective is to provide the highest caliber of on-time Quality Assurance and Technical Support services to Owners and Professionals engaged in the construction industry. **CME** currently operates from **five New York facilities** conveniently located in the **Albany, Syracuse, Rochester, Elmira, and Buffalo** metro areas.

The scope of services offered by **CME** includes over one thousand individual items, which can be generally grouped into nine categories of service.

- **Construction Materials Engineering, Testing and Inspection**
- **Soil Engineering, Rock Mechanics, Instrumentation and Testing**
- **Geotechnical and Foundation Engineering, Testing and Inspection**
- **Forensic Engineering and Investigation**
- **Environmental Assessment & Technical Support Services**
- **Non-Destructive Examination, Testing and Inspection**
- **Subsurface Exploration, Test Boring and Contract Drilling Services**
- **Resident Project Representation and Construction Monitoring**
- **Special Inspection and Structural Tests per BC-NYS.**

OPERATIONAL STANDARDS

CME conducts operations and maintains quality systems that conform to nationally recognized industry standards. A few of the most commonly specified compliance standards are listed below. This is not an exhaustive list and is only intended to be a representation of some of the many standards **CME** policy and operating procedures comply with.

<u>National Standard</u>	<u>Title</u>
AASHTO R18	<i>Standard Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories</i>
ASTM E329-93b	<i>Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction</i>
ASTM D3740-94a	<i>Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction</i>
ASTM D3666-94a	<i>Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials</i>
ASTM E548-94	<i>Guide for General Criteria Used for Evaluating Laboratory Competence</i>
ASNT SNT-TC-1A	<i>Practice for Nondestructive Testing Personnel Qualification and Certification</i>

The **CME** Branch Laboratory facilities are **Accredited** under the **AASHTO Accreditation Program** for Portland Cement Concrete, Hot Mix Asphalt, Aggregates and Soils Testing.



CME routinely participates in national **Proficiency Sampling Programs** sponsored by the National Institute of Science and Technology through **CCRL** and the AASHTO Accreditation Program through the **AMRL**. Participation in Proficiency Sampling Programs for each material category is required by **CME** policy at a frequency of at least twice per year. In order to assure high competency levels, **CME** promotes and encourages professional development through continuing education, licensure, certification and accreditation programs. These credentials attest to the competency of **CME's** human resources to provide the high quality **CME's** Customers expect.

EXPERIENCE

CME has provided professional geotechnical, environmental, forensic and construction materials testing services to over **one thousand satisfied customers** on over **five thousand successful projects**. **CME** would be pleased to provide a list of references and more detailed information about **CME's** specialized experience for your particular project.

CME's experience includes all types of projects for the full range of project delivery systems. **CME's** scope of service experience includes soup-to-nuts projects involving pre-acquisition site assessment, site feasibility study, design geotechnical, to construction phase sampling, testing, inspection, and monitoring, or any part thereof.

THE CME TEAM

CME is a very stable, pro-active, growth oriented company. **CME's** marketing objective is to work for Owners and Design Professionals since these groups tend to recognize that quality of service goes hand-in-hand with effective administration and management of properly trained and experienced human resources. **CME** invests heavily in training, certification and continuing education as an integral part of achieving and maintaining a satisfactory population of highly skilled and talented technical staff.

CME has a large Client Base representing all areas of the construction industry including local, state and federal government agencies, private owners, developers, architects, engineers, builders, contractors, insurance companies, banks, manufacturers, retailers, material producers, and suppliers. **CME** routinely provides services to all kinds of projects including heavy/highway, infrastructure, commercial, industrial, residential, municipal, general building, agricultural, marine and the environmental segments. This client and project diversity affords **CME** a more stable marketplace relatively unaffected by dips in activity in any one segment.

RESUME of CHRISTOPHER R. PAOLINI, P.E.
Senior Vice President/Geotechnical Engineer



EDUCATION

SUNY ESF at Syracuse University, Environmental and Resource Engineering, B.S. - 1994
SUNY ESF at Syracuse University, Construction Business Management, M.P.S. - 2013

PROFESSIONAL REGISTRATION

Registered Professional Engineer - New York License No. 079486 - Expires 12/31/2019
Registered Professional Engineer – Massachusetts License No. 49644 - Expires 06/30/2019

PROFESSIONAL SUMMARY

Chris started in the trenches with CME in 1995 as a Field Engineering Technician and Staff Geotechnical Engineer. He worked his way up the ladder to Branch Manager of CME’s Syracuse Branch in 1999, and is currently Area Manager for three Divisions covering the Capital and Central New York regions with a staff of over 50. Additionally, in 2007, Chris was promoted to Corporate Senior Vice President of CME.

Chris is directly involved with geotechnical projects including authoring proposals, providing professional oversight during the exploration program and designing economical foundation systems for various construction projects. Chris has excellent technical report writing skills and has written over 750 Geotechnical Engineering Reports. Chris also provides peer review services to CME’s staff of geotechnical engineers.

When the 2002 version of the Building Code of New York State was issued in August 2002, Chapter 17, “Structural Tests and Special Inspections”, from the IBC was included. From that point, Chris has been a leader in the industry, and has incorporated Special Inspections and Structural Tests into CME’s day-to-day operations. Chris serves as a Supervisor of Special Inspections on large complex projects ranging in size up to \$150 Million. Chris has presented over one hundred seminars on Special Inspections and the New York State Building Code (Chapter 17), to Design Professionals, Contractors, and Code Enforcement Officials.

Under his direction, the CME Syracuse Branch invested in downhole seismic shear wave velocity testing equipment and ground penetrating radar (GPR) equipment. The Syracuse office has conducted downhole seismic testing on about three dozen projects, achieving favorable outcomes resulting in millions of dollars in capital and design cost savings. CME’s testing has resulted in improving the seismic site class for nearly all of the sites CME has tested. Relative to GPR, the Syracuse Branch now has the capabilities of locating reinforcing in concrete and masonry structures, as well as identifying tanks and other structures below grade, including utilities.

As Vice President, Chris is tasked with providing engineering program management, technology training and market enhancement to CME’s five New York Branch Facilities.

RELEVANT PROJECT EXPERIENCE

In addition to program management, Chris also takes the lead on geotechnical and special inspection projects and serves as CME Project Engineer, Project Manager and/or Special Inspector for CME. CME’s Clients appreciate the thoroughness and promptness of service for which he and his staff provide to them on a daily basis. Highlight projects include:

Project, City	Workscope	Completed
Williamee Road over Spring Brook Culvert Replacement, Hector, NY	Subsurface Exploration & Geotechnical Engineering	2015
Imaging and Medical Office Building, Rochester, NY	Subsurface Exploration & Geotechnical Engineering	2015
Fed Ex Ground Facility, East Syracuse, NY	Subsurface Exploration, Geotechnical Engineering & Construction Phase Inspection	2015
Kris Tech Wire Manufacturing Plant, Rome, New York	Subsurface Exploration, Geotechnical Engineering, Geotechnical & Construction Phase Inspection	2015

July 2017

RESUME of Anas N. Anasthas, P.E.
Geotechnical Engineer



EDUCATION

Syracuse University, Civil/Geotechnical Engineering, M.S. - 2001
University of Peradeniya, Sri Lanka, Civil/Structural Engineering, B.S. - 1998

PROFESSIONAL REGISTRATION

Registered Professional Engineer – New York License No. 085765 – Expires 05/31/2019
GSSI Subsurface Interface Radar Certificate – Certified 03/13/2008
10-Hour OSHA Construction Safety Course – Certified 04/26/2008

PROFESSIONAL SUMMARY

Mr. Anasthas joined CME Associates, Inc. in 2001 as a Staff Engineer and obtained his E.I.T certification in 2002 and his P.E. License in 2004. Responsibilities include planning geotechnical exploration, overseeing field exploration, field data collection, review of soil surveys and geology maps, interpreting field data and generating design subsurface profiles, engineering evaluation, geotechnical design and writing geotechnical engineering reports, as well as project coordination, field inspection, field testing, laboratory testing and project management. Geotechnical design experience includes retaining wall design, deep foundation and laterally loaded pile design, Wave Equation Analysis of Pile Driving (WEAP), slope stability analyses, liquefaction analyses, drainage systems, cofferdams, sheet pile structures, temporary surcharge for settlement mitigation of embankments and building pads, rigid & flexible pavement, mechanically stabilized earth retaining system, shoring and bracing systems (such as concrete pit underpinning, soldier pile lag wall, sheet pile wall, etc.), Reinforced Earth Slope, compensated slab/foundation system with EPS Geofoam Block Fill and Lightweight Aggregate Fill, Seismic and Static Analysis of foundations, retaining walls and slopes, embankment design, instrumentation for settlement monitoring and interpretation. Anas has provided geotechnical engineering services on several bridge replacement projects and is familiar with the AASHTO LRFD design methods. Anas uses CME's in-house Geophysical Testing & Data Collection Equipment to conduct down-hole Seismic Shear Wave Velocity testing and then reduces and evaluates the data to develop Site-specific Spectral Response Design Curves to earthquake events of various magnitudes for structural design pursuant to the NYS Building Code. Anas uses CME's in-house Ground Penetrating Radar (GPR) equipment to conduct non-destructive subsurface scanning for subsurface utilities, structures, conduits and anomalies.

RELEVANT PROJECT EXPERIENCE

Provided geotechnical design and construction phase inspection on hundreds of projects. Experience includes conventional footing foundations, structural mats and rafts, deep foundation systems (Micropiles, Drilled Piers, Timber Piles, Steel Pipe Piles and Steel H-Piles), laterally loaded piles, retaining structures (MSE Walls, Reinforced Earth Slopes, Gabion Walls, etc.), slope stability analysis for road embankments and temporary excavations, surcharge design with and without wick drains and sand columns to quicken consolidation settlement, underpinning design, asphalt and concrete pavement design, cofferdams, tie-back walls, sheet piling design, and field instrumentation and settlement monitoring for temporary surcharge program. Highlight projects include:

Albany Medical Center - New "P" Building Project, Albany, NY (2013 – 2016): CME provided geotechnical exploration and engineering services and subsurface utility locate survey. Geotechnical analysis and design include steel pipe pile foundations, steel H-Pile foundations, micropile foundations, caisson foundations, helical pile foundations, subgrade replacement with EPS geofoam block fill. Total Construction Cost: ~\$75M. Client: Klepper Hahn & Hyatt, P.C., 5710 Widewaters Commons, East Syracuse, NY 13057, Attn: Mr. Jim D'Aloisio, P.E., Phone: 315.446.9201, email: jad@khhpc.com.

RESUME of Anas N. Anasthas, P.E.

Geotechnical Engineer

Page 2 of 3

Thomas B. Golisano Science Center at Niagara University, Buffalo, NY (2015 – 2016): CME provided subsurface exploration, geotechnical investigation and forensic investigation for the newly constructed Golisano Center. Subsurface exploration included test borings, test pits, in-place density testing and laboratory soil testing. Conducted field examinations of as-built conditions and defects, conducted geotechnical analysis to identify cause of failures and future performance of structure. Total Construction Cost: ~\$5M. Client: Niagara University c/o Cohen & Lombardo, P.C., 4140 Sheridan Dr #6, Buffalo, NY 14221, Attn: Mr. Daniel R. Connors, Phone: 716.881.3010, email: connors@cn-lo.com.

Gouverneur CSD Capital Improvements Project, Gouverneur, NY (05/2015 – 11/2015): CME provided CME provided geotechnical exploration and engineering services. Conducted pavement condition surveys, infiltration testing and ground penetrating radar survey to provide utility locating. Geotechnical design work included asphalt pavements and shallow footing foundations. Total Construction Cost: ~\$3M. Client: Gouverneur CSD c/o Appel Osborne Landscape Architecture, 102 West Division Street Suite 400, Syracuse, New York 13204, Attn: Ms. Brittany L. Belding, RLA, Phone: 315.476.1022, email: bbelding@appelosborne.com.

Fulton Street over Hoskins Creek Bridge Project, West Turin, NY (12/2014 – 12/2014): CME provided geotechnical investigation and foundation engineering services for new bridge deck and abutments. Foundation recommendations for deep foundations consisting of driven piles was recommended due to the poor subsurface conditions. Total Construction Cost: ~\$3M. Client: Bernier, Carr & Associates, P.C., 327 Mullin Street, Watertown, NY 13601, Attn: Mr. Casey Dickinson, P.E., Phone: 315.782.8130, email: cdickinson@thebcgroup.com.

Modifications to Railroad Bridge Pier and Abutment over Canacadea Creek, Hornell, NY (06/2014 – 08-2014): CME provided geotechnical investigation and foundation engineering services for this railroad bridge. Subsurface investigation consisted of soil borings and test pits, as well as index testing. Foundation recommendations for the additional load from rehabilitating the structure were given. Total Construction Cost: ~\$1.5M. Client: AECOM, 100 Sterling Parkway, Suite 2015, Mechanicsburg, PA 17050, Attn: Mr. Daniel P. Radle, Jr., P.E., Phone: 717.790.3465, email: daniel.radle.@aecom.com.

Water Main Bridge over Power Canal, Village of Deferiet, NY (01/2014 – 02/2014): CME provided subsurface exploration and geotechnical engineering services for a new Water Main Bridge over a power canal. The bridge was originally planned to be supported on conventional shallow footing foundations. However, CME Geotechnical Engineer's site visit to examine existing condition of the canal banks revealed possible on-going slope movement and local shallow slope failures. CME modeled the existing slope with bridge foundations supported on it and conducted a slope stability analysis, which revealed unstable slope conditions. CME conducted a geotechnical design for a Drilled Pier foundation socketed in bedrock to support the proposed bridge. Client: Bernier, Carr & Associates, P.C., 327 Mullin Street, Watertown, NY 13601, Phone: 315.782.8130, email: cdickinson@thebcgroup.com.

January 2017

RESUME of Anas N. Anasthas, P.E.

Geotechnical Engineer

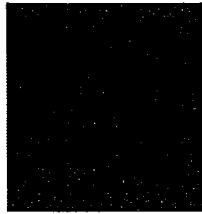
Page 3 of 3

Beaver Meadows Apartments, Watertown, NY (08-2011 – 12-2013): CME provided subsurface exploration, geotechnical design, field instrumentation and construction phase Special Inspection services for this project. Seven 4-story apartment buildings were constructed on a mass Cut and Fill site. Up to 30 feet cuts and 35 feet Fills were needed. Three of the apartment buildings were built on over 30 feet of Fill near relatively steep new embankment slopes. CME designed the slope, performed slope stability analysis, conducted field instrumentation and settlement monitoring and monitored the construction of the slope.

Settlement monitoring results were interpreted and reviewed to ensure that the new slope had settled/stabilized before construction of apartments atop. Client: COR Development, LLC, 540 Towne Drive, Fayetteville, NY 13066, Attn: Mr. Jeffrey Aiello, Executive Vice President of Construction/Development, Phone: 315.663.2100, email: jaiello@corcompanies.com.

Rensselaer Polytechnic Institute – Segmental Retaining Wall at Electric Substation, Troy, NY (2010):

CME designed a 6 to 14 foot tall MSE (Mechanically Stabilized Earth) retaining wall, with block facing and geogrid reinforcing. CME wrote material and installation specifications, and inspected the field installation of this wall system. Client: Wm. J. Keller & Sons Construction Corporation, 1435 Route 9, Castleton, NY 12033, Attn: Mr. John Keller, Sr., President, Phone: 518.732.7782.



CME
Associates, Inc.

6035 Corporate Drive
East Syracuse, NY 13057
(315) 701-0522
(315) 701-0526 (Fax)

www.cmeassociates.com

CME Associates, Inc. (CME) Experience

River Hospital – New Medical Office Building, Alexandria Bay, New York – CME provided subsurface exploration services, which consisted of advancing seven soil borings for the new medical office building to depths ranging from 3 to 15 feet below grade. Granite Bedrock was very shallow at this site, therefore, in our geotechnical engineering report we provided design parameters for a conventional shallow foundation system bearing on the Granite Bedrock.

Jamesville Correctional Facility, Jamesville, New York – CME provided subsurface exploration and geotechnical engineering services for this project. CME advanced three soil borings the new single story building with an approximate foot print of 2,200 square feet. CME then provided foundation design parameters.

Utica Police Vehicle Maintenance Facility, Utica, New York – CME provided subsurface exploration services and geotechnical engineering services for this project. CME advanced soil borings within the new building footprint and then provided our client with foundation design parameters.

SUNY Upstate Medical University Vertical Expansion (Golisano Children’s Hospital), Syracuse, New York – CME provided subsurface exploration and geotechnical engineering services for this project. CME advanced soil borings at this site for the new children’s hospital. CME also conducted downhole shear wave velocity testing and we were able to upgrade the Seismic Site Class from a D to a B, which saved the Owner approximately \$1M in design and construction costs. Please see the attached Project Summary for more details.

A New York State Certified Women Owned Business Enterprise (WBE)



JB Evans & Sons, LLC offers the following services to water authorities, school districts, architectural and engineering firms; municipal, and industrial clients:

Asbestos Services – AHERA and NYS trained and certified

- Surveys and Sampling: pre-renovation, pre-demolition, OSHA compliance surveys
- Management Plans: AHERA management planning, regulatory compliance and safety planning
- Asbestos compliance program establishment
- Designs: technical specifications and detailed project requirements integrated into project bid documents
- Variances from NYS Code Rule 56 to address project-specific requirements
- Compliance assistance: regulatory review and compliance assistance
- Training: Initial and annual refresher asbestos training courses, asbestos awareness training
- Asbestos Project Monitoring and Air Monitoring throughout construction

Environmental Services – Over 30 years of professional experience

- Coordination of multiple environmental concerns in surveys
- Integration of multiple environmental concerns into project bid documents
- Surveys/inventory of environmental concerns, including PCBs, lead-based paint, mold, mercury and universal waste. Lead and mold will be coordinated with specialty subconsultants

Radon – Trained through Rutgers University, certified by National Radon Proficiency Program (NRPP)

- Short-term testing using charcoal canisters
- Long-term testing using alpha track detectors
- Regulatory compliance assistance
- Mitigation system design and installation

JB Evans & Sons, LLC
PO Box 404, Cazenovia, NY 13035
jbevansandsons@gmail.com
Mobile 315-720-2947 Office 315-815-4263



James B. Evans

TECHNICAL EXPERTISE

- Coordination of environmental assessments and remedial design
- Asbestos Project Design
- Asbestos inspection and management planning
- Environmental training programs
- Preparing programs for management of asbestos in place
- Preparing cost estimates for environmental remedial actions
- Radon testing and residential mitigation systems
- Design, bid documents and drawings for environmental concerns

YEARS OF EXPERIENCE

With JB Evans & Sons: 6
With Other Firms: 26

EDUCATION

AA Liberal Arts/Biology
SUNY Ulster County
Community College, Stone
Ridge, NY

BS Resource Management;
SUNY College of Environmental
Science & Forestry, Syracuse, NY

PROFESSIONAL PROFILE

Mr. Evans has over 30 years of professional experience in the areas of asbestos inspection, management, design and construction monitoring; environmental compliance and remediation in the built environment and environmental education. As a partner with JB Evans & Sons, LLC he is the primary instructor for asbestos training courses. He provides environmental experience to professional design firms through consulting, design, cost estimating and identifying cost effective solutions which fulfill regulatory requirements. Mr. Evans coordinates multiple environmental concerns in identification, assessment and remediation projects to facilitate building renovation and demolition projects.

Prior to founding JB Evans & Sons, Mr. Evans was a Project Associate with O'Brien & Gere Engineers in Syracuse, NY. In this position he was responsible for the technical oversight of asbestos and other environmental projects, supervision of the project team and for mentoring employees in asbestos. He reviewed the schedules and costs of projects under his supervision and was responsible for planning and enabling safe field operations.

REPRESENTATIVE PROJECTS

with JB Evans & Sons, O'Brien & Gere Engineers and Entek Environmental & Technical Services:

ASBESTOS INSPECTION AND MANAGEMENT:

Renovations to Oneida County Courthouse – Performed asbestos pre-design inspections to determine whether asbestos was present in materials to be disturbed as part of building renovations. Subsequently provided project design and oversight of monitoring.

Tomkins-Seneca-Tioga BOCES – Completed asbestos sampling to supplement existing records and to facilitate renovation of the D-Building Print Shop and adjacent classroom areas.

Ithaca City School District, Caroline School – Completed asbestos sampling to supplement existing AHERA records, provided a pre-renovation asbestos survey and issued report to comply with state and federal regulations. Provided drawings and specifications for asbestos removal to facilitate reconstruction of the school lobby to address security needs.

JB Evans & Sons, LLC

PO Box 404, Cazenovia, NY 13035

jbevansandsons@gmail.com

Cell phone 315-720-2947 Office 315-815-4263



James B. Evans

Ithaca City School District 2016 – Performed pre-design asbestos surveys to determine the scope of removals needed to address insurance claims related to a broken pipe. Subsequently designed a removal project for flooring materials, conducted bid and provided project management through completion of the work. Project monitoring and laboratory services were provided through subcontracts.

MULTIPLE ENVIRONMENTAL PROJECTS:

Housing Visions, Albany, NY - Assembled a project team and performed environmental assessments and project design for an eight building project designed to provide quality housing in Albany, NY. The Project concerns included asbestos, lead-based paint, lead in soil, radon, mold and universal waste. Assessment and design integrated environmental concerns into overall renovation and demolition designs to minimize cost and schedule impacts.

Housing Visions, Community Center Demolition, Syracuse, NY – Provided pre-demolition asbestos survey and sampling of abandoned building. Supervised testing for lead-based paint and quantified additional environmental concerns including PCB caulk and light ballasts, mercury switches, mold and radon. Provided environmental project design and ongoing engineering services throughout construction.

ASBESTOS REMOVAL PROJECT DESIGN:

Mechanicville City School District Bus Garage – Provided pre-demolition asbestos survey and lead testing of an existing bus garage. Following issuance of required reports, provided technical specifications for asbestos, lead and fuel storage tank removal.

Renovations to Oneida County Office Building – Performed asbestos pre-design inspections, asbestos design and oversight of project and air monitoring. Project included removal of spray-applied asbestos-containing fireproofing on structural steel and asbestos-containing flooring. Building remained occupied throughout the project.

Ithaca City School District – Provided review of AHERA plans and supplemented information with specific asbestos sampling prior to maintenance activities in three schools. Provided project design and solicited bids for asbestos removal. Managed the project through completion, including scope, schedule, budget, submittals and recordkeeping.

Babcock House Historic Renovations, Syracuse, NY – Designed removal of known asbestos-containing sealant materials from a historic building. Provided technical specifications for asbestos removal integrated with renovation plans, other environmental specifications and historic requirements.

Center of Excellence, Syracuse, NY – Negotiated variances from New York State environmental regulations to permit alternate procedures for construction on a site with soils



James B. Evans

contaminated asbestos and metals. Provided coordination of compliance efforts and interpretations of construction requirements under variance conditions.

TRAINING PROJECTS:

Primary instructor for asbestos training courses for asbestos inspectors, management planners, workers, supervisors, O&M workers, air sampling technicians, project monitors and designers.

Designed and provided client-specific asbestos program including standard operating procedures, respiratory protection and training courses for four NYS water authorities, presenting standard training materials as well as industry specific material and exercises.

Prepared course materials and provided Asbestos Awareness Training for Daily Newspaper employees in upstate New York, a Specialty Metals manufacturing company in New Jersey, and municipal employees in Rochester, NY.

CONSULTATION:

National Institute of Building Sciences, Washington, DC – Assisted in writing an Asbestos Work Practices manual, under contract with the Environmental Protection Agency, as a member of the NIBS project committee. The manual, designed to give guidance to facility O&M teams, is a companion document to the EPA's "Green Book", Managing Asbestos in Place - A Building Owner's Guide.

National Institute of Building Sciences, Washington, DC – Participated in writing the Lead-based Paint Operations and Maintenance Work Practices Manual, in association with the US Department of Housing and Urban Development, as a member of the NIBS project committee. The manual is intended to serve as a guide to building owners, managers, employers and others in developing a lead-based paint O&M program and to workers who implement such programs.

SPECIAL TRAINING

Certified in New York State and EPA-Approved courses:
Asbestos Inspector, Management Planner, Project Designer

Additional Training Completed:
NYS Education Department Designated Person training
NIOSH Course #582: Sampling and Analysis of Airborne Asbestos Dust
OSHA 40-Hour Hazardous Waste Operations Health and Safety Training
OSHA Confined Space Competent Person
NEHA Certified Radon Measurement Professional

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011

Areas of Expertise

CIVIL ENGINEERING

- Site Development and Re-Development
- Stormwater Management
- Water Distribution Systems
- Sewage Collection Systems

STRUCTURAL INVESTIGATIONS, ANALYSES AND REPORTS

- Floor Live Load Capacity Studies
- Roof Live Load Capacity Studies
- Evaluation of Existing Building Structures
- Feasibility Studies

STRUCTURAL SYSTEMS

- Building Foundations
- Heavy Timber Structures
- Steel Building Structures
- Concrete Building Structures
- Concrete and Steel Parking Structures
- Composite Steel and Concrete Building Structures
- Equipment Foundations and Support Systems

PROJECT TYPES

- Commercial Facilities
- Educational Facilities
- Gaming Facilities
- Housing
- Industrial Facilities
- Medical Facilities
- Municipal Facilities
- Office Buildings
- Pre-Engineered Metal Building Foundations
- Theaters

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013

Albert A. Zangrilli, P.E. formed Zangrilli Engineering in May 1992. Prior to that he worked for Almy & Associates, Consulting Engineers and Gowdy & Hunt, Consulting Engineers. Zangrilli Engineering is a consulting engineering firm that specializes in civil and structural engineering. Mr. Zangrilli has been practicing civil engineering and designing new structural systems and analyzing and investigating existing structural systems for over forty years. The civil engineering work includes site development, for residential, commercial, industrial and institutional projects. It also includes domestic water distribution as well as sanitary and storm sewer design. The structural system designs include building foundations, heavy timber structures, steel building structures, concrete building structures, composite steel and concrete building structures and equipment foundations and support systems. The analyses and investigations include floor live load capacity studies, roof live load capacity studies and evaluation of existing building structures.

Zangrilli Engineering currently employs five people. The technical staff includes Albert A. Zangrilli, PE, principal/professional engineer, Robert R. Ellison, P.E., professional engineer, Albert A. Zangrilli, III P.E., professional engineer, Benjamin Taylor, civil technician and Michael R. Flack, CADD drafter.

Albert A. Zangrilli, P.E.

Zangrilli Engineering
322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011

Education: A.A.S. Degree, 1975
Civil Technology
Mohawk Valley Community College
Utica, New York

B.S. Degree, 1977
Civil Engineering
Clarkson College of Technology
Potsdam, New York

Registration: Professional Engineer

New York
North Carolina
Pennsylvania
Vermont
Virginia

Experience: May 1992 - Present
Zangrilli Engineering
Whitesboro, New York

October 1980 - May 1992
Almy & Associates
Consulting Engineers
Utica, New York

June 1977 - October 1980
Gowdy & Hunt, P.C.
Consulting Engineers
Painted Post, New York

Expertise: Civil and Structural Engineering

Robert R. Ellison, P.E.

Zangrilli Engineering
322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011

Education: Masters Degree, 1996
Civil Engineering
Clarkson University
Potsdam, New York

B.S., 1995
Civil Engineering
Clarkson University
Potsdam, New York

Registration: Professional Engineer

New York
Maryland

Experience: July 1996 - Present
Zangrilli Engineering
Whitesboro, New York

May 1996 - July 1996
Livingston County Highway Department
Conesus, New York

Expertise: Civil and Structural Engineering

Albert A. Zangrilli, III, P.E.

Zangrilli Engineering
322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011

Education: B.S. Degree, 2006
Civil Engineering Technology
State University of New York Institute of Technology
Marcy, New York

Registration: Professional Engineer

New York

Experience: June 2002 - Present
Zangrilli Engineering
Whitesboro, New York

Expertise: Civil and Structural Engineering

Michael R. Flack

Zangrilli Engineering
322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011

Education: A.A.S. Degree, 1994
Mechanical Engineering Technology
Mohawk Valley Community College
Utica, New York

Experience: August 1994 - Present
Zangrilli Engineering
Whitesboro, New York

Expertise: CADD Drafting

Benjamin Taylor

Zangrilli Engineering
322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011

Education: A.A.S. Degree, 2017
Civil Engineering Technology
Mohawk Valley Community College
Utica, New York

Experience: May 2017 - Present
Zangrilli Engineering
Whitesboro, New York

Expertise: Civil Engineering Technician

OFFICE BUILDING PROJECTS

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: Village Office and Police Station Addition
Village of Yorkville
Sixth Street
Yorkville, New York

Description: One story, 1,050 square feet office building addition. Steel framed with concrete masonry unit bearing walls, concrete floor slab and concrete foundations.

Cost: \$243,300.00

Owner: Village of Yorkville
P.O. Box 222
Yorkville, New York 13495

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: 19 Railroad Street Complex
19 Railroad Street
Saratoga Springs, New York

Description: Three story, 97,500 square feet office building with a movie theater on the first floor. Steel framed with concrete floor slabs and concrete foundations.

Cost: \$18,200,000.00

Architect: Olsen Associates
36 Long Alley
Saratoga Springs, New York 12866

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: Adirondack Trust Company Office
Church Street
Saratoga Springs, New York

Description: Five story, 32,000 square feet office building with a 5,000 square foot basement. Steel framed with concrete floor slabs and concrete foundations.

Cost: \$6,200,000.00

Architect: Collins + Scoville Architects, PC
40 Beaver Street
Albany, New York 12207

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: Congress Park Center
Broadway
Saratoga Springs, New York

Description: Six story, 118,000 square feet office building with retail spaces on the first floor. Steel framed with concrete floor slabs and concrete foundations.

Cost: \$23,500,000.00

Architect: Olsen Associates
36 Long Alley
Saratoga Springs, New York 12866

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: City National Bank
Broadway
Saratoga Springs, New York

Description: Three story, 15,000 square feet bank office building. Steel framed with concrete floor slabs and concrete foundations.

Cost: \$3,800,000.00

Architect: Olsen Associates
36 Long Alley
Saratoga Springs, New York 12866

Status: Construction Completed

SITE WORK AND PARKING PROJECTS

Zangrilli Engineering

322 Oriskany Boulecard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e-mail: engineers@ZangrilliEngineering.com

Project: Dunham Public Library Parking Expansion
80 Main Street
Whitesboro, New York

Description: Development of a 32 space parking lot for Dunham Public Library including grading, stormwater management, parking layout, landscaping, site lighting, sidewalks and driveways.

Cost: \$254,300.00

Owner: Dunham Public Library
76 Main Street
Whitesboro, New York 13492

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulecard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e-mail: engineers@ZangrilliEngineering.com

Project: Site Work and Parking
Whitesboro Police Station
Whitesboro, New York

Description: Site development for the new Police Station Building including grading, stormwater management, parking, landscaping, site lighting, signage, sidewalks and driveways.

Cost: \$230,000.00

Owner: Village of Whitesboro
10 Moseley Street
Whitesboro, New York 13492

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: Site Work and Parking
Fiber Instrument Sales / The Light Connection
Whitestown, New York

Description: Site development for the new Light Connection Building including grading, stormwater management, parking, landscaping, site lighting, signage, sidewalks and driveways.

Cost: \$185,000.00

Owner: Fiber Instrument Sales, Inc.
161 Clear Road
Oriskany, New York 13424

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: Site Development and Parking
Rome Fastrac Convenience Store
Erie Boulevard
Rome, New York

Description: Site development and parking for the Rome Fastrac Convenience Store included grading, stormwater management, parking, landscaping, site lighting, signage, sidewalks and driveways.

Cost: \$113,400.00

Owner: Fastrac Markets
584 Phoenix Drive
Rome, New York 13441

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: Site Development and Parking
Clay Fastrac Convenience Store
NYS Route 31
Clay, New York

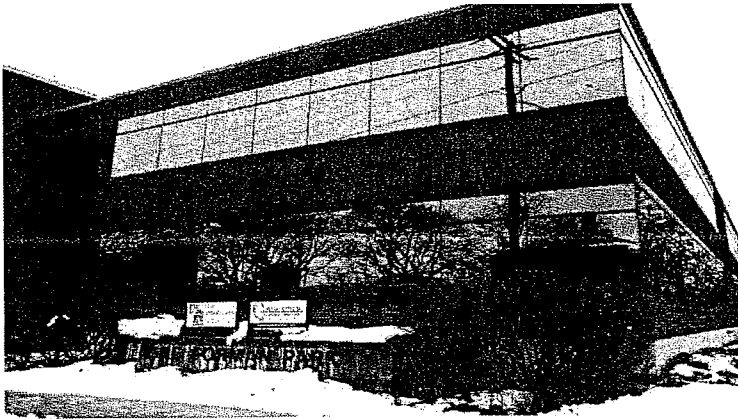
Description: Site development and parking for the Clay Fastrac Convenience Store
included grading, stormwater management, parking, landscaping, site
lighting, signage, sidewalks and driveways.

Cost: \$128,300.00

Owner: Fastrac Markets
584 Phoenix Drive
Rome, New York 13441

Status: Construction Completed

FIRM PROFILE — Sack & Associates Consulting Engineers, PLLC



Principal

Paul C. Sack
P.E., CPD, LEED AP

Associates

Gerald P. Cowden
Douglas M. Clay, LEED AP

Sack & Associates Consulting Engineers, PLLC, was founded in 1971. We have over 45 years' experience in providing Consulting Engineering Services in Plumbing, Fire Protection, Electrical, Heating, Ventilating, Air Conditioning, and Energy Conservation for commercial, institutional, and industrial buildings.

Highlights

- Founded in 1971
- More than 2,000 projects
- Professional staff of 30
- Seven licensed Professional Engineers
- Three LEED Accredited Professionals
- Average staff tenure - 15 years
- Award winning projects

Our **Goal** is to provide clients with sustainable, energy-efficient, cost-effective designs that are tailored to meet their project. Sack & Associates' strong project experience in many market sectors – K-12, Colleges, Healthcare, Commercial, Industrial - allows our engineers to bring successful approaches and technologies of one sector to another. We focus on communication between our Client and Project Partners to ensure project success.

The Firm **Specializes** in energy conservation and modeling, building management, fire alarm, security, communications, HVAC, plumbing and medical gas systems, as well as electrical lighting, power distribution, site lighting, geothermal systems, combined heat and power systems, and fire protection.

All construction documents are produced in-house with the latest version of AutoCAD or Revit. Building Information Modeling (BIM) is an integral part of our designs.

Our **Team** is comprised of 30 professionals (including seven licensed Professional Engineers, three LEED Accredited Professionals, and four administrative)

Professional Affiliations:

- U.S. Green Building Council (USGBC)
- American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE)
- National Fire Protection Association (NFPA)
- National Society Professional Engineers (NSPE)
- American Society of Plumbing Engineers (ASPE)
- Illuminating Engineering Society (IES)
- International Code Council (ICC)
- Central New York Society for Healthcare Engineering
- Greater Syracuse Chamber of Commerce
- Syracuse Builders Exchange

Client Focused

Solution Oriented

Innovative Design



MasterSpec
Licensee



SACK & ASSOCIATES CONSULTING ENGINEERS, PLLC
MECHANICAL/ELECTRICAL/PLUMBING/FIRE PROTECTION ENGINEERING



SACK & ASSOCIATES
CONSULTING ENGINEERS, PLLC
721 E. Genesee Street, Syracuse, NY 13210
Tel: 315-471-4013 Fax: 315-471-4044
www.sack.pio

PAUL C. SACK, P.E., CPD,
LEED® Accredited Professional
Principal

EXPERIENCE

Paul has more than 38 years' experience in the preparation of feasibility and technical assistance studies and construction documents as both a Senior HVAC Engineer and a Project Manager.

Project experience includes design of HVAC systems for schools, hospitals, psychiatric centers, commercial and medical office buildings, parking garages, maintenance facilities, heliports, and childcare centers.

Specific systems include numerous water source heat pump and VAV systems, 90,000 lbs/hr steam boiler plant, 2800-ton chilled water plant, steam back-pressure and gas engine-generator steam cogeneration plants.

SELECTED PROJECTS

Emergency Services Facility, Oneida County Department of Public Works, Oneida, NY

- M/E/P Report and estimate for Renovations.

Cayuga Medical Center, Ithaca, NY

- Most recent project involved a 35,780 SF, three-story, Southwest Addition for the **Emergency Department** and Intensive Care Unit. The project was the first healthcare project in New York State to be granted SILVER-Level Certification from the USGBC.

Community General Hospital, Syracuse, NY

- **Emergency** department renovations.

St. Joseph's Hospital Health Center, Syracuse, NY

- M/E/FP design for a multi-phase construction project that will expand the **Emergency Department** and its psychiatric emergency room, add 110 private patient rooms (38 of them in the Intensive Care Unit), addition of an operating room suite and a data center, among other improvements. This project is being designed with the goal of becoming LEED certified.

Westmoreland Ambulatory Surgery Center, Westmoreland, NY

- New 18,000 SF design-build, single-story, **ambulatory surgical facility**



Education

Syracuse University
B.S. Mechanical Engineering

Licenses & Certifications

Professional Engineer, New York, 1980
Professional Engineer, Colorado, 2001
Professional Engineer, Pennsylvania, 1992
Certified in Plumbing Design (CPD) by the American Society of Plumbing Engineers (ASPE) 1990
LEED Accredited Professional, 2006

Professional & Community

Affiliations

National Society of Professional Engineers
Member of American Society of Plumbing Engineers
ASHRAE Member (served as Chairman of Education and Research Committees)
Past Member Syracuse University - Energy Systems Advisory Board
Past Trustee and Board Vice President of Manlius Pebble Hill School
YMCA of Greater Syracuse
(Past Board of Directors - retired 6/2013)

Employment

Sack & Associates Consulting Engineers, PLLC
Principal
Robson & Woese, Inc.
Senior Engineer/Project Manager
Carrier Corporation
Development Engineer
Various residential developers
Electrician and Carpenter



SACK & ASSOCIATES
CONSULTING ENGINEERS, PLLC
711 E. Genesee Street, Syracuse, NY 13210
Tel: 315-471-4013 Fax: 315-471-4044
www.sack.peb

DAVID D. DELGENIO, CPD
Senior Engineer
Plumbing/Fire Protection Division

EXPERIENCE

Dave has more than 33 years' experience in the design of plumbing and fire protection systems. Experience includes design of sanitary, storm, domestic water, emergency generator fuel systems, sewage treatment systems, swimming pool filtration, circulation and chemical feed, and medical gas systems for educational, health, and institutional facilities.

SELECTED PROJECTS

Auburn Community Hospital, Auburn, NY

- Renovate existing area in Basement for a new MRI suite including waiting, changing and exam rooms, and support area.

Cayuga Medical Center, Ithaca, NY

- Plumbing systems design for new three-story Emergency Department and Intensive Care Unit.
- Fluoroscopic Room 2542 renovations.
- Emergency Department CT replacement.
- Renovations to the existing Cardiology Suite.

CNY Medical Center, Syracuse, NY

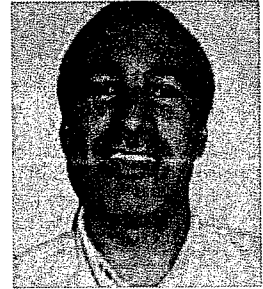
- Medical office renovations and expansion.

Community Memorial Hospital, Hamilton, NY

- 9500 SF addition and 1500 SF renovations to existing outpatient facility.
- Physical Therapy relocation.
- Plumbing systems design for a new Ambulatory Surgery and MRI addition.

St. Joseph's Hospital Health Center, Syracuse, NY

- Add CT Scanner in Emergency Department.
- Code review and plumbing drawings for office renovations.
- Plumbing systems design for new **Emergency Services** and Bed Tower addition. Addition includes Surgical Services with 17 ORs and three-story bed tower addition with Intensive Care Unit.



Education

State University of New York at Delhi
A.A.S. Architectural Technology

Licenses & Certifications

Certified In Plumbing Design (CPD) by the
American Society of Plumbing Engineers
(ASPE) 1994

Professional & Community

Affiliations

American Society of Plumbing Engineers,
1987-1990 President

Employment

Sack & Associates Consulting Engineers,
PLLC (2000)
*Senior Plumbing and Fire Protection
Engineer*
Plumbing/Fire Protection Engineer

Robson & Woese, Inc.
Senior Plumbing Design Engineer

Sargent Webster Crenshaw and Foley
Plumbing Draftsman/Designer



SACK & ASSOCIATES
CONSULTING ENGINEERS, PLLC
721 E. Genesee Street, Syracuse, NY 13210
Tel: 315-471-4013 Fax: 315-471-4044
www.sack.com

LYNN M. WILLSEY
Designer
Mechanical Division

EXPERIENCE

Lynn has over 15 years' experience in preparing piping and HVAC layout drawings and developing concept design and contract drawings.

Project experience includes assisting in the planning and layout of HVAC systems for office buildings, schools, parking garages, medical office buildings, hospitals, maintenance facilities, shopping malls and anchor stores, fire stations, restaurants, and banks.

SELECTED PROJECTS

Community Memorial Hospital, Syracuse, NY

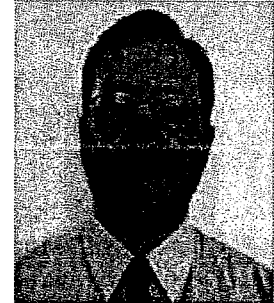
- HVAC design for 9,500 SF addition and 1,500 SF renovations to existing outpatient facility.

Crouse Hospital, Syracuse, NY

- Mechanical system design for Surgery Center expansion of 56,000 SF and renovations of 38,000 SF.
- Neurology Extension Clinic.
- Kitchen air-conditioning improvements.
- Renovations to **Emergency Department** Triage.

Guthrie Healthcare System, Sayre, PA

- Chilled-water system improvements including replacement of existing chillers and cooling towers.



Education

Rochester Institute of Technology
B.S. Electrical/Mechanical Engineering
Technology

State University of New York at Onondaga
Community College
A.A.S. Mechanical Technology

Professional & Community Affiliations

Member American Society of Heating,
Refrigerating, and Air Conditioning
Engineers (ASHRAE)

Employment

Sack & Associates Consulting Engineers,
PLLC (2005)
Designer, Mechanical Division

O'Brien & Gere
Designer, HVAC



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721 E. Genesee Street, Syracuse, NY 13210
Tel: 315-471-4013 Fax: 315-471-4044
www.sack.pro

JOSEPH M. DUNAY
Senior Engineer
Electrical Division

EXPERIENCE

Joe has more than 34 years' experience in electrical design including renovations, additions, and new building design for higher education facilities, schools K through 12, medical facilities, industrial facilities, commercial facilities and municipalities/agencies. Specific project experience includes the design of lighting, power, emergency power, fire alarm, security, and communication systems for schools, hospitals, medical office buildings, parking garages, and child care centers.

SELECTED PROJECTS

Auburn Memorial Hospital, Auburn, NY

- Electrical design for installation of new UPS in Data Center.

Cayuga Medical Center, Ithaca, NY

- M/E design for 5,100 SF Surgery Addition; renovations to 14,300 SF of existing Surgery, and 9,400 SF Pre-Op/Post-Op.

Community General Hospital, Syracuse, NY

- Install a new 600-kW generator set to serve the emergency power loads on the 208-volt system.

St. Joseph's Hospital Health Center, Syracuse, NY

- Cafeteria-Kitchen line renovations including exhaust, plumbing, piping and electrical.
- Tenant fit-up designs (Suites 8A, 8B, 8C, 8D, 8E, 8F, 9A, 9B, 9C, 10A, 10B, 10C, 10D).
- New three-story medical office building above parking garage, plus garage (with four new elevators) and pedestrian bridge.



Education

Pennsylvania State University
A.A.S. Electrical Engineering Technology

Employment

Sack & Associates Consulting
Engineers, PLLC (2003)
Senior Electrical Engineer

Sear-Brown, Consulting Engineers
Senior Electrical Engineer

Robson & Woese, Inc.
Senior Engineer

Stone and Webster Engineering
Corporation
Electrical Draftsman

Westmoreland Ambulatory Surgery Center

Westmoreland, NY



Sack & Associates, Consulting Engineers, PLLC, provided mechanical/electrical/plumbing engineering design services for a new 18,000 SF Orthopedic Surgery Center. Project was Design-build and included four operating rooms, two pain management treatment, two procedure rooms, pre-op, recovery, clean and soiled rooms and associated administration, distribution and support areas including waiting rooms, clean sterile supply, medication rooms, soiled work rooms, locker rooms and administrations offices/areas.

The Ambulatory Surgical Center (ASC) is served by two central air-handling units with humidifiers, chilled water coils, hot water heating coil pre-filters and final filters. Air-cooled chillers provide the source of cooling and dehumidification. Gas-fired hot water boilers provide the heating and reheat water which is distributed throughout the facility using a primary-secondary pumping system. A gas-fired steam generator serves each air-handling unit to meet the building's humidification requirements. The air-distribution system uses air-terminal units with hot-water reheat coils, various exhaust fans, and a DDC control system to meet the thermal requirements of the building as well as meeting the code requirements for air changes and room pressurization.

Plumbing design included a central medical vacuum, oxygen and nitrous oxide equipment design and piped systems for four operating rooms and patient recovery beds. Services to sterilization and instrument cleaning equipment. The building design included a complete fire protection sprinkler system. Water softening for the building domestic water system and an RO water treatment system for instrument sterilizing equipment were added during construction.

Electrical systems include an outdoor emergency generator with sound-attenuated/weatherproof enclosure, automatic transfer switches, and power distribution panelboards for life-safety, critical and equipment branch circuits. A nurse-call system is included for staff support areas and patient care areas. The building has a fire-alarm system with addressable initiation devices and code-required notification appliances.

Project Information

Total Construction Cost: \$6,000,000

Year Completed: 2015

Owner Contact: Geoffrey Smith, MBA – Administrator, Apex Surgical Center (315) 801-5060

Construction Manager: Hueber-Breuer Construction



SACK & ASSOCIATES CONSULTING ENGINEERS, PLLC
MECHANICAL/ELECTRICAL/PLUMBING/FIRE PROTECTION ENGINEERING

MEDICAL/HOSPITAL FACILITY PROJECTS

Emergency Services Facility, Oneida County Department of Public Works, Oneida, NY

- M/E/P Report and estimate for Renovations.

A. Lee Memorial Hospital, Fulton, NY

- Renovations to existing **emergency department** and replacement of CT scanner.
- **Emergency room/outpatient services addition.**
- Nurse's station renovation.

Cayuga Medical Center, Ithaca, NY

- Construction of a 4,000 SF Wound Care Clinic which includes procedure rooms with hyperbaric chambers, five treatment rooms, work room, and associated support areas.
- M/E design for 5,100 SF Surgery Addition; renovations to 14,300 SF of existing Surgery, and 9,400 SF Pre-Op/Post-Op. Project included four new operating rooms, new Special Procedures OR, renovation of four operating rooms, sterile core and sterile processing Department. M/E/P support systems included four new air-handling units, medical air compressor, WAGD system, steam generators, heaters, hot-water and reheat generating systems, and heat recovery systems.
- 30,500 SF addition for **Emergency Department** and Intensive Care Unit expansion.
- Renovations to 12,800 SF Ambulatory Surgery Unit.

Community General Hospital, Syracuse, NY

- **Emergency** department renovations.

Crouse Hospital, Syracuse, NY

- M/E system design for 68,000 SF addition to Hospital's **Emergency** and Surgery Center.
- M/E System design for 2,700 SF renovation to **Emergency** Department Triage.

E. J. Noble Hospital, Gouverneur, NY

- Renovations and new 30-bed medical/surgical unit addition including an MRI suite.

St. Joseph's Hospital Health Center, Syracuse, NY

- **Emergency** Department - Add CT scanner.
- Design and construction phase services for a \$255 million, multi-phase construction plan that expanded the **Emergency** Department and its Psychiatric Emergency Room. A new Observation Unit, new Intensive Care Unit, addition of 110 private patient rooms, addition of 17 state-of-the-art operating room suites, and the addition of a Data Center were included as well as other improvements. Project included new mechanical and electrical power plants including chilled water, steam, heating water, cogeneration, emergency power, and plumbing systems. New plant is connected to existing plant for redundancy. Phase Two achieved LEED Gold Certification; Phase Two - LEED Certified.
- **Emergency** Department renovations and new CT scanner.

Westmoreland Ambulatory Surgery Center, Westmoreland, NY

- New 18,000 SF design-build, single-story, **ambulatory surgical facility** which includes four Operating Rooms, pre-post Op/Recovery, a Pain Management Suite with Treatment Rooms, Pre-Post Procedure rooms, two Procedure Rooms, and associated support spaces including Waiting Rooms, Clean Sterile Supply, Medication Rooms, Soiled Work Rooms, Locker Rooms and Administration Offices/Areas. The Ambulatory Surgical Center (ASC) is served by a central air-handling unit system with humidifier and final filters, an air-cooled chiller, gas-fired hot water boilers, a steam generator, air-terminal units with hot-water reheat coils, various exhaust fans, and a DDC control system.

Veterans Administration Center, Syracuse, NY

- New 10,000 SF **Emergency** Department including heated sidewalks to prevent ice buildup, 20-seat waiting room, 15 exam/treatment rooms, and separate drive up ambulance entrance.



Attachment 1

Exhibit A— Proposal Form

EMERGENCY SERVICES FACILITY EXPANSION

120 BASE ROAD, ORISKANY, NY

Lump Sum Fee for Basic Services:	\$	101,850.00***	(see note below)
Lump Sum Fee for ACM Survey:	\$	2,850.00	
Lump Sum Fee for ACM Abatement Design:	\$	2,100.00	(if required)

Unit Prices for ACM Abatement Project Monitoring:

Project Monitor, Straight Time:	\$	55.00	/Hour*
Project Monitor, Over Time:	\$	80.00	/Hour*
PCM Air Sample, Rush Turnaround:	\$	12.00	/Each**
PCM Air Sample, 12 Hour Turnaround:	\$	9.00	/Each**
PCM Air Sample, 24 Hour Turnaround:	\$	8.00	/Each**
Tem Air Sample, Rush Turnaround:	\$	140.00	/Each**
TEM Air Sample, 24 Hour Turnaround:	\$	80.00	/Each**
TEM Air Sample, 48 Hour Turnaround:	\$	65.00	/Each**

Unit Prices for On-Site Project Representation:

Project Manager, Straight Time:	\$	65.00	/Hour*
Project Manager, Over Time:	\$	97.50	/Hour*
Administrative Assistant, Straight Time:	\$	48.00	/Hour*
Administrative Assistant, Over Time:	\$	72.00	/Hour*

* Includes all reimbursable expenses.

** Includes all reporting, labor, materials and equipment.

Submitted By:

BONACCI ARCHITECTS, PLLC

Legal Name of Person, Firm or Corporation

DAVID J. BONACCI, A.I.A.

PRINCIPAL

Name

Title

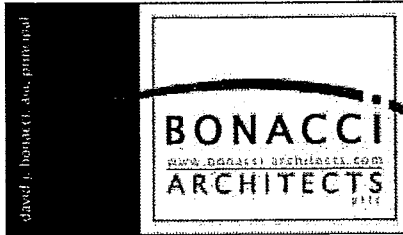
David J. Bonacci

02.19.18

Signature

Date

*** This includes \$7,500.00 (CME) for geotechnical services and \$3,650.00 (Anacker) for topographical survey services. We are willing to substitute other consultants for these services if the County or BA find, post proposal, reputable consultants for less fee.



RATE SCHEDULE - 2018

HOURLY RATES FOR PROFESSIONAL SERVICES:

Principal	\$175.00
Senior Architect	\$140.00
Architects	\$95-125.00
Technical	\$85-95.00
Technical Word Processing	\$75.00
Consultants	@ 1.10 times rates billed to Bonacci Architects

SCHEDULE FOR TRANSPORTATION AND LIVING EXPENSES OUTSIDE ONEIDA, HERKIMER, MADISON, CORTLAND AND ONONDAGA COUNTIES:

Automobile Travel:

To be reimbursed at a rate of \$.545 per mile for vehicles owned by the Architect, its employees and consultants.

All Other Transportation and Living Expenses:

To be reimbursed at 1.10 times the actual amounts expended.

ANNUAL ADJUSTMENTS:

Professional service and travel rates shall be equitably adjusted upward annually on January 1 of each following year.

formerly FULIGNI•FRAGOLA/ARCHITECTS pllc

5710 commons park drive, east syracuse, new york 13057 • V 315-437-2636 • F 315-463-8038
110 fulton street, utica, new york 13501 • V 315-797-8666 • F 315-735-3605
e-mail: studio@bonacci-architects.com

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e-mail: Engineers@ZangrilliEngineering.com

HOURLY RATES

Principal/Professional Engineer.....	\$135.00 per hour
Professional Engineer I.....	\$100.00 per hour
Professional Engineer II.....	\$80.00 per hour
Designer/Draftsman.....	\$55.00 per hour
Engineering Technician.....	\$40.00 per hour



SACK & ASSOCIATES
CONSULTING ENGINEERS, PLLC

**STANDARD RATE SCHEDULE A-2018
FOR PROFESSIONAL SERVICES**

Principal	\$194.00
Associate	\$169.00
Engineer 6	\$163.00
Engineer 5	\$158.00
Designer 6	\$156.00
Engineer 4	\$132.00
Designer 5	\$129.00
Engineer 3	\$111.00
Designer 4	\$109.00
Engineer 2	\$92.00
Designer 3	\$90.00
Engineer 1	\$80.00
Designer 2	\$77.00
Drafter	\$62.00

Administrative Staff

Administrative Support 3	\$90.00
Administrative Support 2	\$83.00
Administrative Support 1	\$64.00

REIMBURSABLE EXPENSES

The following items are not included in the fee for professional services and will be invoiced at their corresponding cost with adjustment as stated in the proposal/agreement:

In-house Reproduction Services:

-Bond Plots or Copies	\$0.12/SF
Contracted Reproduction Services	At cost
Photocopies	\$0.08/page
Long-distance Phone Calls	At cost
Courier Service	At cost
Express Mail	At cost
Mileage	Current IRS Rate/Mile

The hourly rates quoted above are subject to increase from time to time and such increase will be reflected in the bills sent to the clients. If a client does not wish to be charged at the new hourly rates, the client shall notify the Firm in writing of the termination of this engineer/client relationship and agrees to pay the Firm for services rendered up to the date the written notice is received by the Firm. If the Firm continues to perform services to a client past the date of the increase, the new hourly rates will be in effect and the client shall pay said rates for all services rendered thereafter.

~~Exhibit B~~ Attachment 2
Non Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive Bidding Certification.

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

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

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

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

b) A Bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons

therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

1) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

Bonacci Architects pllc

(Legal Name of Person, Firm or Corporation)

Name: David J. Bonacci

Title: Principal

Signature: 

Date: 02.19.18

(SIGN AND RETURN WITH PROPOSAL)

**Exhibit C- Attachment 3
Iran Divestment Act - Certification**

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By

Bonacci Architects pllc

(Legal Name of Person, Firm or Corporation)

Name: David J. Bonacci

Title: Principal

Signature: David J. Bonacci, AIA

Date: 02.19.18

(SIGN AND RETURN WITH PROPOSAL)

~~Exhibit D~~ Attachment 4

Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

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

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

Submitted By

Bonacci Architects pllc

(Legal Name of Person, Firm or Corporation)

Name: David J. Bonacci

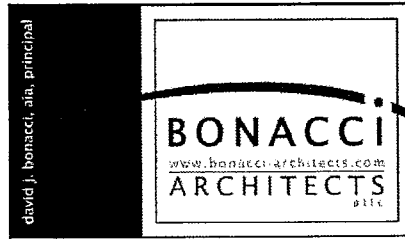
Title: Principal

Signature: *David J. Bonacci; AIA*

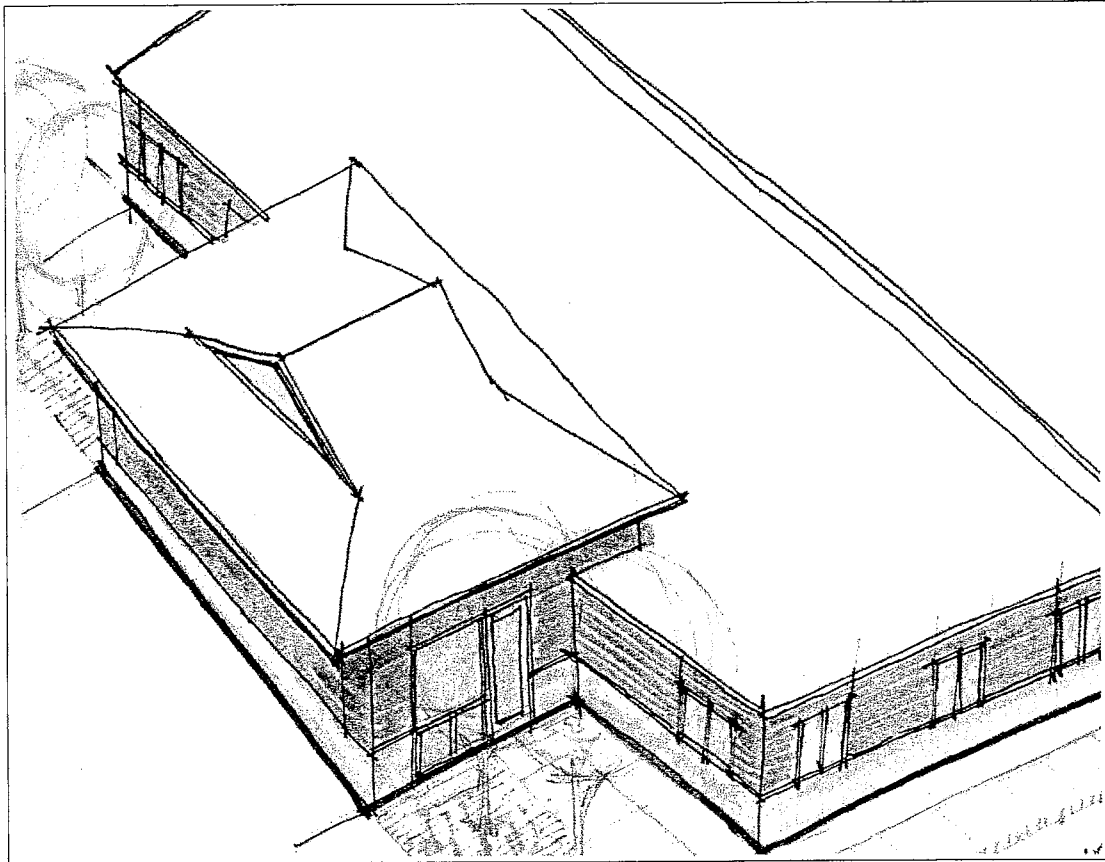
Date: 02.19.18

(SIGN AND RETURN WITH PROPOSAL)

Exhibit D



EMERGENCY SERVICES FACILITY STUDY 120 BASE ROAD ORISKANY, NY



July 7, 2017

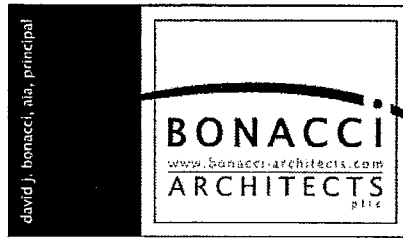


TABLE OF CONTENTS

- 1 narrative
- 2 statement of probable cost
- 3 proposed floor plan
- 4 proposed site plan

ARCHITECTURAL NARRATIVE

I. ADDITION SCOPE OF WORK

A. General:

The new addition will be a one story structure approximately 2,890 GSF with full basement constructed on the south side of the existing facility. The main floor will be set @ approx. 16"± below existing floor elevation accessed internally by (2) 1:12 ramps. The addition will be designed primarily with a low slope (flat) roof except for large conference room which will be constructed with a sloped roof design similar to existing building (see attached exterior concept sketch). The site will be modified to accommodate approx. 25 additional car parking split between east & west side of the facility (see attached annotated photograph of site).

B. Exterior:

1. Exterior siding shall be EIFS (1" insulation min.) with heavy duty mesh similar to "STO" Deco Coat (2 colors).
2. Windows shall be thermally broken alum. windows (fixed & casements) with insulated low-E glass.
3. Doors shall be full lite (wide stile) thermally broken alum. with tempered insulated glass.
4. Flat roof shall be 60 mil fully adhered EPDM over multiple layers of poly-iso, min. R-30 (continuous).
5. Sloped roof shall be 30 year architectural shingles over ice & snow membrane (entire roof) with rigid and/or foam insulation, min. R-30 (continuous) or R-49 (between rafters).
6. All fascias shall be pre-finished .050 aluminum.
7. Provide aluminum louvers & vents to match.
8. Below-grade waterproofing.

C. Structure:

1. See attached cost breakdown Divisions 3, 5 & 6.

D. Interior:

1. 2x4 wood framing (steel studs alt.).
2. Ptd 5/8" GWB walls & ceilings, fire code where req'd.
3. Solid wood doors, match existing style/finish & hardware.
4. HM door frames & sidelights.
5. 2' x 2' suspended acoustical tile ceilings except wet areas & fire rated areas shall be painted GWB.
6. Flooring shall be LVT plank flooring throughout except private offices shall be 20 oz. carpet tiles. 4" vinyl base all areas.
7. Toilet rooms shall receive 2x2 mosaic ceramic tile floors, base & wainscot.
8. Stairs shall be steel metal pan w/concrete treads & landings.
9. Provide SS toilet accessories.
10. Provide full plastic laminate cabinets, casework & countertops where shown.
11. Appliances by others.
12. Provide fabric window shades, room darkening @ Conference Room.
13. Provide solid surface window sills.
14. Provide painted steel handrails @ ramps & stair (each side).

II. RENOVATION SCOPE OF WORK

A. Exterior:

1. Remove existing aluminum window units & replace with new thermally broken aluminum units with insulated low-e glass. Units to be fixed & casement type.
2. Remove existing exterior hollow metal doors, frames & sidelights and replace with thermally broken alum. frames & doors. Glass shall be insulated; tempered where required by code.
3. Install new "deco coat" drainable EIFS band around entire perimeter of building up to underside of window sills (approx. 24" H).
4. Restore pea gravel drip strip around entire perimeter of building.
5. Alternate: Remove existing roofing materials down to deck. Install ice & snow membrane over entire roof & install new 30 yr. architectural shingles.
6. Add approximately (25) car spaces per site plan.
7. Repair damaged asphalt parking lot & driveways, add 1" new top coat and re-stripe parking lot.
8. Restore site damaged by construction operations.

B. Interior:

1. See floor plan for demo work & room reconfigurations.
2. Remove all VCT & carpet floor & vinyl base except at raised floor area. Seal all floors with Ardex MC Rapid - 1st coat epoxy + K10 coat; then finish flooring. Install new Shaw min. 22 oz., 12"x12" carpet tiles wherever carpet existed. Install new LVT plank flooring wherever VCT existed. Install new VB throughout.
3. Patch & repair all damaged GWB @ window surrounds and near floor base.
4. Repaint all walls & trim throughout.
5. Replace all damaged acoustical tile ceilings; match existing.
6. Infill window openings eliminated by addition on south façade.

M/E/P NARRATIVE

I. HVAC SYSTEMS NARRATIVE

A. Codes, Regulations, and Owner's Project Requirements:

1. The following construction codes and regulations are understood as requirements for this project:
 - a. The 2015 International Mechanical Code (adopted by New York State)
 - b. The 2015 International Fire Code (Adopted by New York State)
 - c. The 2015 International Energy Conservation Code with the 2016 Supplement to the NYS ECCC.

B. General:

1. The existing HVAC system is generally arranged to handle interior and exterior rooms separately by equipment in an attic-level mechanical room.
 - a. The exterior rooms are heated and air conditioned through the use of 3 gas furnaces with matching DX-cooling coils and outdoor air-cooled condensers.
 - b. The interior rooms are heated and air conditioned by an air handling unit with an electric heating coil, a DX-cooling coil, and an outdoor air-cooled condenser.
 - c. All of the furnaces and the air handling unit draw ventilation air through a gable-end louver. Relief air is through an opposite end gable louver.
 - d. The system is reportedly not meeting temperature control expectations in all rooms.

C. Proposed System for Addition:

1. The proposed addition has been conceptualized with a flat roof which is conducive to using gas-fired rooftop units to meet HVAC needs. The rooftop unit approach is similar to the existing gas furnace approach to the exterior rooms as a rooftop unit combines the furnace, DX-coil, and air-cooled condensing unit in a single, outdoor package. The use of rooftop units will provide:
 - a. No impact on interior floor space
 - b. The economical use of gas for heating
 - c. Unlike the existing furnaces, the ability to use outdoor air for free-cooling
 - d. The ability to pressurize the building to minimize infiltration
2. Multiple rooftop units are planned as follows:
 - a. A unit dedicated to the Classroom/Conference Room
 - b. A unit dedicated to the perimeter offices
 - c. A unit primarily dedicated to the Training Room with coverage of the interior corridors and toilet rooms.
 - d. The basement will receive minimal air from one or two of the above rooftop units.
3. The toilet rooms will be exhausted by a roof-mounted, direct-drive fan.
4. The main entry vestibule will be heated by a wall-mounted electric heater as well as being served with a small amount of heated or cooled air from the perimeter rooftop unit.
5. Materials will generally match those of the existing systems which will maintain quality and a similar appearance.

D. Zoning/Controls:

1. Programmable thermostats shall be provided for space control. Time clocks and or motion sensors will be provided for ventilation control.
2. Each rooftop unit will operate as a single master zone. Sub-zoning of rooms will be provided to trim room temperatures where relative loads vary by season or occupancy.

E. Existing HVAC System Modifications:

1. The existing ground-mounted condensing units will be relocated to the roof to accommodate the addition.
2. Reports of uneven temperature were reviewed. Based on a review of the original design drawings, the original design appears to have taken a conventional approach to interior and exterior room zoning. As such, it would appear that temperature swings are likely due to one or more of the items below.
 - a. Variations in room use that share a common thermostat and furnace serving the west perimeter rooms.
 - b. Disconnected, leaking, or undersized ductwork serving the southeast corner room.
 - c. Improper air balancing.Cost allowances will be carried to add variable-air-volume control dampers for up to 3 rooms, rebalancing the three perimeter furnace air distribution systems, and to repair/replace ductwork serving the southeast corner room.
3. Certain existing rooms are being reprogrammed/renovated. The existing HVAC systems will be rebalanced to accommodate the changes.
4. To serve the Break Room, a new inline exhaust fan will be provided in the attic mechanical room with a discharge to the existing exhaust/relief louver.
5. An allowance is being carried to accommodate possible HVAC changes to support data & communications equipment changes.
6. Reports of water infiltration and the observation of the combustion air dampers being closed in the attic mechanical room, there is possibility the building may be operating under a negative pressure. An allowance is being carried to address this situation through rebalancing and/or the addition of an outdoor-air injection fan.

II. **PLUMBING/FIRE PROTECTION SYSTEMS NARRATIVE**

A. Codes, Regulations, and Owner's Project Requirements:

1. The following construction codes and regulations are understood as requirements for this project:
 - a. The 2015 International Plumbing Code (adopted by New York State)
 - b. The 2015 International Fuel Gas Code (Adopted by New York State)
 - c. The 2015 International Fire Code (Adopted by New York State)
 - d. The 2015 International Energy Conservation Code with the 2016 Supplement to the NYS ECCC.

B. Plumbing:

1. General: The planned plumbing systems will generally be extensions of the existing system as outlined in the following sections.
2. Sanitary Drainage and Vent System:
 - a. The existing sanitary lateral exits the building to the east from the toilet rooms at the northeast corner of the building. It turns further southeast and travels towards Base road. A dedicated sanitary line for the addition will exit to the east and connect to the existing sanitary south of the main parking lot. Vent piping will be collect and terminated after rising through the addition roof.
 - b. At present, no fixtures or floor drains are planned for the basement. If required, an ejector pump would likely be needed to be lift the sanitary waste.
 - c. Sanitary waste and vent piping shall be service weight, no-hub, cast-iron for above floor and service weight, cast-iron with hub and spigot with rubber push-on joints for below-floor piping. To allow the ceiling space to be used as a return air plenum, PVC piping is not being planned.

3. Roof Drainage System:
 - a. The existing pitched roof areas are served by gutters and downspouts. The proposed flat roof area will be served by roof drains and interior storm drainage piping. Piping will extend to the existing drainage swale northwest of the building or the swale south of the building as allowed.
4. Domestic Cold Water, Hot Water, and Hot Water Recirculation Systems:
 - a. Cold water to the addition will originate with a connection to the existing 2" main at the water service entrance in the southwest general storage room.
 - b. Hot water to, and hot water return from the addition will connect to the existing hot water system at the existing electric water heater in the Janitor's Closet.
 - c. An anti-freeze wall hydrant will be provided on the south wall of the basement addition.
 - d. Domestic cold, hot, and hot-water recirculation piping shall be Type "L" copper with no-lead solder joints.
5. Natural Gas System:
 - a. Natural gas to the proposed rooftop equipment on the addition will originate with a connection to the existing gas service at the southwest corner of the building.
 - b. Natural gas will be piped using screwed and welded Schedule 40 black steel pipe and fittings.
 - c. A cost allowance will be carried to replace the regulator for increased capacity as may be required.
6. Plumbing Fixtures and Trim:
 - a. All plumbing fixtures and trim shall meet and/or exceed the requirements of the 2015 International Energy Conservation Code with the 2016 Supplement to the NYS ECCC and shall be ADA compliant where called for.
 - b. Water closets will be floor-mounted or wall-hung, flush-valve type as best accommodates the program and architectural layouts. Public lavatories will be wall-hung with sensor-operated faucets.
 - c. Water closets and lavatories shall be white vitreous china. The kitchen sinks will be stainless steel with a spray-type faucet.
 - d. Floor drains will be provided in the new toilet rooms.
 - e. A sink in each of the two existing toilet rooms will be replaced with a toilet or urinal as appropriate.

III. ELECTRIC SYSTEMS NARRATIVE

A. Codes, Regulations, and Owner's Project Requirements:

1. The following construction codes and regulations are understood as requirements for this project:
 - a. The 2015 International Fire Code (adopted by New York State)
 - b. The 2015 International Energy Conservation Code with the 2016 Supplement to the NYS ECCC.
 - c. The National Electric Code – NFPA 72

B. Electrical Power Distribution:

1. Existing normal power service at 208Y/120-volt extends underground from utility transformer to a main service disconnect switch fused at 400-Amps.
2. A 100-kw emergency generator and transfer switch is arranged to serve the entire building upon loss of normal power.
3. A new circuit breaker panel, perhaps located in the storage room or basement is anticipated to serve the receptacles and HVAC equipment in the addition.
4. It is anticipated that lighting in the addition will be served from the existing lighting panel PA.
5. All circuitry will be in EMT.
6. Devices will be ivory with stainless steel cover plates to match existing.

C. Lighting and Lighting Controls:

1. Lighting fixture selection will be evaluated based on the type of activity and tasks performed for each type of room in the addition. LED fixtures will be evaluated to achieve optimum visual comfort and energy efficiency.
2. Renovated rooms will receive new LED lighting as well. The existing fixtures could be salvaged as spares for use in the balance of the original building.
3. Lighting fixtures and controls will be specified for conformance with NYS Energy Code requirements.
4. A lighting pole and fixture to match the style of the existing fixtures is included for the parking lot expansion.
5. Preliminary Basis-of-Design Lighting Fixtures:
 - a. 2 x 2 recessed LED direct/indirect troffers with two-level switching for Reception, Classroom, Corridors, and Offices
 - b. 2 x 2 recessed LED prismatic lens troffers with two-level switching for Break Room, Storage, and Utility Rooms.
 - c. Supplemental recessed LED downlights with dimming control for conference use of Classroom is also be planned.
 - d. Recessed LED downlights with dimming control for Quiet Room.
 - e. Toilet rooms will have LED wall lights above mirrors.

D. Telecommunications:

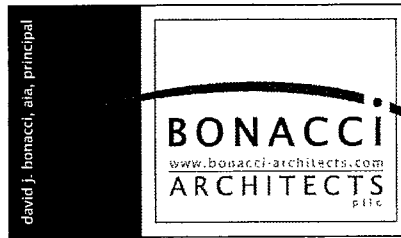
1. The existing Data Room and entrance cables shall remain.
2. Category 6 UTP horizontal copper cable will be provided throughout the building from data racks to workstations and wireless access points.
3. Specific requirements for the data network will be coordinated during design development.
4. The UPS will be replaced. It is assumed a unit capable of fitting within the footprint of the existing UPS can be found.

E. Security System:

1. Card access, remote door release, and camera requirements will be verified/coordinated during Design Development.

F. Fire Alarm System:

1. Modifications and additions to the existing fire alarm and detection system will be provided in accordance with NFPA 72 and BCNYS requirements. Smoke and Carbon Monoxide detection will be provided in accordance with the applicable code requirements. All fire alarm wiring shall be fire-rated and plenum-rated MC cable.



STATEMENT OF PROBABLE COST

Division	Addition	Renovation
01 General Requirements	19,750	6,500
02 Selective Demolition	750	51,300
03 Concrete	99,825	0
04 Masonry	66,600	37,000
05 Metals	180,125	0
06 Wood, Plastics and Composites	30,000	0
07 Thermal & Moisture Protection	29,900	48,000
08 Openings	44,600	19,050
09 Finishes	50,262	18,700
10 Specialties	3,600	0
12 Furnishings	0	0
22 Plumbing	42,365	10,897
23 HVAC	72,951	22,966
26 Electrical	84,685	134,620
31 Site Work	50,327	0
32 Exterior Improvements	29,192	0
Estimated Costs per Area Subtotals:	\$804,932	\$349,033
10% Design Contingency	80,493	34,903
2% Phasing Complexity	16,099	6,981
3% Escalation	24,148	10,471
Estimate Costs per Area Totals:	\$925,672	\$401,388
SAY:	\$926,000	\$402,000
Addition & Renovation Total:	\$1,328,000	

EXCLUSIONS:

- Furnishings & Equipment
- Geo-Tech Services
- Topographical Survey
- A&E Services

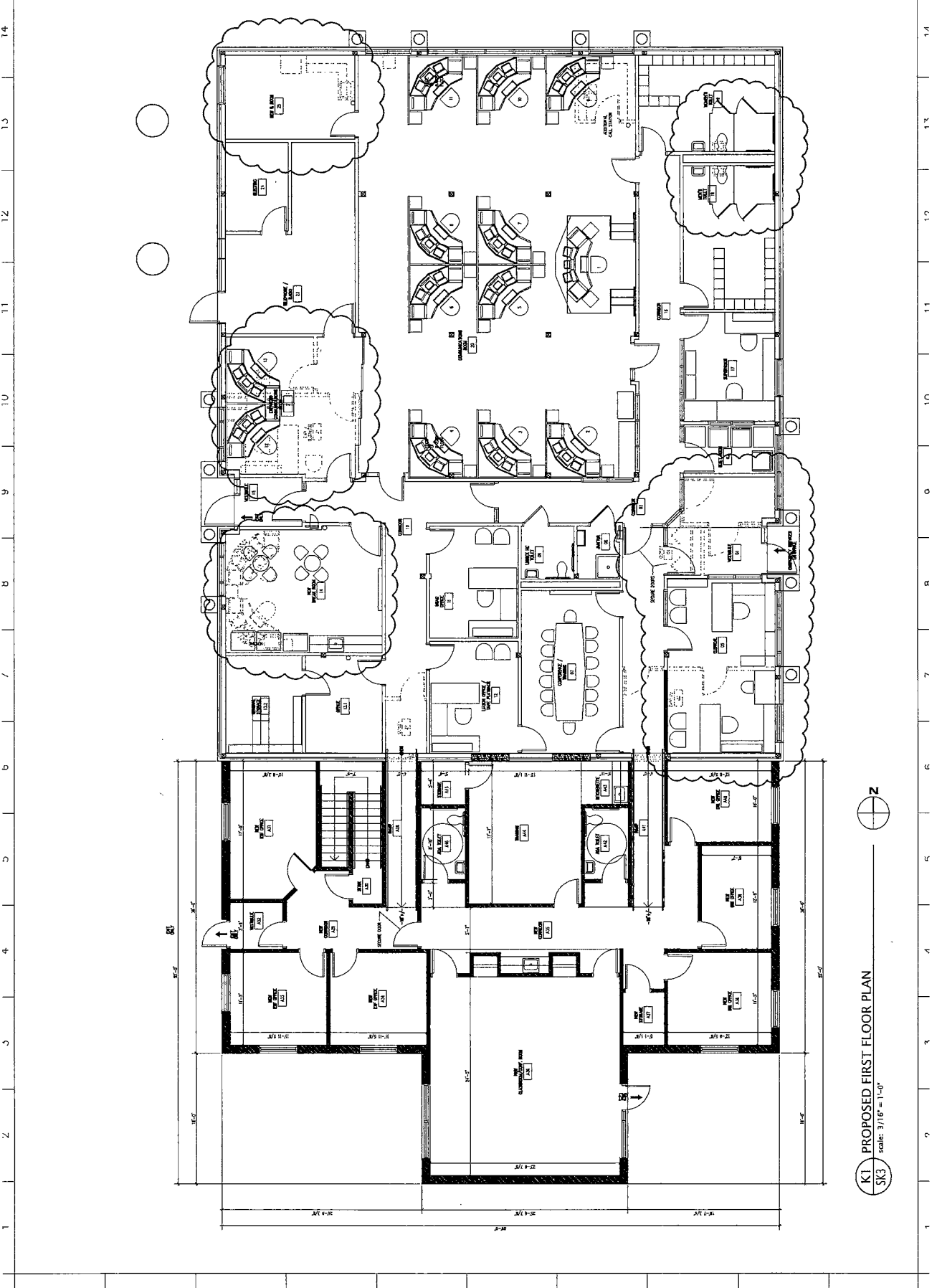
NO.	DATE	REVISION

120 BASE ROAD
ONEIDA COUNTY EMERGENCY SERVICES FACILITY
 ADDITIONS & ALTERATIONS TO:
 PROPOSED FIRST FLOOR

ARCHITECTS
BONACCINI ARCHITECTS
 1000 N. STATE ST. SUITE 200
 ALBANY, NY 12207
 TEL: 518.862.1111 FAX: 518.862.1112

DATE: 8/26/17
 DRAWN BY: SK3
 CHECKED BY: SK3

SK3
 120 BASE ROAD
 ALBANY, NY 12207
 TEL: 518.862.1111 FAX: 518.862.1112



K1 PROPOSED FIRST FLOOR PLAN
 scale: 3/16" = 1'-0"

A B C D E F G H J K 1 2 3 4 5 6 7 8 9 10 11 12 13 14



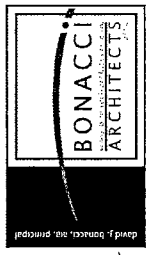
Google Earth

PROPOSED SITE PLAN

NEW ADDITION

11 NEW PARKING SPACES

ADDITIONS & ALTERATIONS TO:
**ONEIDA COUNTY
EMERGENCY SERVICES FACILITY**
120 BASE ROAD ORISKANY, NEW YORK





ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax: (315) 798-5603 ♦ www.ocgov.net

Anthony J. Picente, Jr.
County Executive

Peter M. Rayhill
County Attorney

FN 20 18-158

April 10, 2018

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

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Dear Mr. Picente,

I am submitting the following Infrastructure Funding Memorandum of Understanding (MOU), which is Part II of the Local Plan submitted by the Workforce Development Board of Herkimer, Madison and Oneida Counties, Inc. for your review and approval.

This MOU outlines the roles of each of the partners in the plan for workforce development and career pathways for the residents of Oneida, Herkimer, and Madison Counties. The plan expands access to employment opportunities, training, education, and supportive services for eligible individuals, particularly those with barriers to employment.

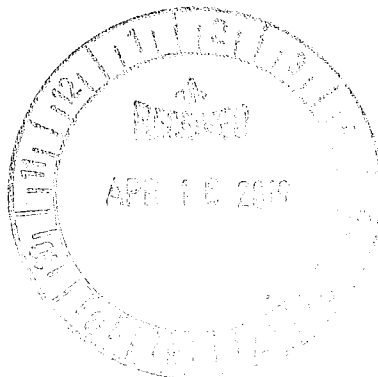
If the MOU meets with your approval, please forward to the Board of Legislators for action.

Sincerely,

Maryangela Scalzo

Maryangela Scalzo
Assistant County Attorney

Enclosure



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

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

Date 4-16-18

Oneida Co. Department: County Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Workforce Development Board
Herkimer, Madison and Oneida Counties, Inc.
209 Elizabeth Street
Utica, New York 13501

Title of Activity or Service: Infrastructure Funding MOU

Proposed Dates of Operation: Upon Execution – June 30, 2019

Client Population/Number to be Served: Oneida, Herkimer & Madison County residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** The Infrastructure Funding Memorandum of Understanding (MOU) is meant only to capture each partner's roles and responsibilities in the New York State (NYS) Career Center System.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: None **Account #**

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

Herkimer, Madison & Oneida Workforce Development

Infrastructure Funding MOU Part II

A. INTENT OF THE INFRASTRUCTURE FUNDING MOU

The Infrastructure Funding Memorandum of Understanding (MOU) is meant only to capture each partner's roles and responsibilities in the New York State (NYS) Career Center System. This MOU does not create any contractual rights or obligations between the partners and their representatives. Each partner's responsibilities are only legally enforceable in the event that the partners decide to enter into a separate joint use or collaboration agreement.

This MOU was developed and executed to ensure compliance with the MOU required by 20 CFR §678.500(b)(2), 20 CFR §678.755, and the Training and Employment Guidance Letter 17-16 (issued by the United State Department of Labor, Employment and Training Administration on January 18, 2017). All additional local area MOU requirements associated with 20 CFR §678.500 were met with the execution of the Service Delivery MOU on March 19, 2018, which is attached hereto and incorporated herein as **Appendix X**. A list of all partners providing services in the LWDA is provided in Table 1 of Appendix X.

This MOU does not replace or supersede any contracts related to infrastructure cost sharing which has been entered into by any partner identified as a signatory to this MOU.

B. CAREER CENTER(S) LIST

Each Comprehensive, Affiliate and/or Specialized Center (Career Center) operating in the Herkimer, Madison & Oneida Workforce Development Area (HMO) has been identified in Attachment A, which is attached hereto and incorporated herein.

C. INFRASTRUCTURE BUDGET OF CAREER CENTER(S)

A complete budget for all infrastructure costs associated with each Career Center has been provided as Attachment B, which is attached hereto and incorporated herein.

The negotiated share percentages, agreed upon by partners and included in Attachment C, are attached hereto and incorporated herein. The share percentages were based on square footage and all partners agreed on methodology. Partners agreed to use an allocation method based on square footage that was estimated from previous documents used for space planning.

D. GENERAL PROVISIONS FOR INFRASTRUCTURE FUNDING

The creation of the Infrastructure Funding MOU was achieved through the collaboration of partners who worked together focusing on the goals and betterment of the System. Consensus building, addressing the needs of the customers, and efficiency of the Career Center System will be prioritized to resolve issues. Evidence of this collaboration is provided as **Attachment D**, which is attached hereto and incorporated herein.

This MOU is effective until **June 30, 2019**. The infrastructure budget will be reviewed, reconciled, and updated periodically every 6 months to review the equitable benefit among the partners. HMO Workforce Development Board will facilitate the periodic reconciliation of infrastructure funding. Any changes will be issued in a written document signed and dated by the partners.

This MOU may be executed in counterparts, which together shall constitute an original MOU. This MOU shall not be deemed valid until executed by all partners.

E. Signatures

The following parties acknowledge the terms and conditions of this MOU:

HMO Workforce Development Board

Wilber Allen, Chair, Workforce Development Board Herkimer,
Madison & Oneida Counties, Inc.

Date

The following parties acknowledge the terms and conditions of this MOU:

CEO Oneida County

Anthony J. Picente, Jr., Oneida County Executive

Date

Approved
ONEIDA COUNTY ATTORNEY
By Mayangela Scalzo

The following parties acknowledge the terms and conditions of this MOU:

CEO Herkimer County

Bernard Peplinski, Sr. Chairman Herkimer County Legislature

Date

The following parties acknowledge the terms and conditions of this MOU:
CEO Madison County

John Becker, Chairman Madison County
Board of Supervisors

Date

The following parties acknowledge the terms and conditions of this MOU:
Title I Adult/DW/Youth

Karin Piseck, Grant Recipient Manager

Date _____

The following parties acknowledge the terms and conditions of this MOU:

Youth Build

Alice Savino, Executive Director
Youth Build Utica

Date

Randall Van Wagoner

Randall Van Wagoner, President
Mohawk Valley Community College
Youth Build Mohawk Valley

4/12/18

Date

The following parties acknowledge the terms and conditions of this MOU:

Career & Technical (CTE), Postsecondary, NYSED

Title IV – ACCES - VR

Title II Adult Education-CTE NYSED

Elizabeth R. Berlin, Executive Deputy Commissioner

Date

The following parties acknowledge the terms and conditions of this MOU:
NYSDOL

Mario Musolino, Executive Deputy Commissioner

Date

The following parties acknowledge the terms and conditions of this MOU:

NYS Office for Children and Families/NYS Commission for the Blind (OCFS/NYCB)

Derek Holtzclaw, Associate Commissioner for Financial Management


Date

The following parties acknowledge the terms and conditions of this MOU:
SCSEP

Pat Elmer, President/CEO

Date

The following parties acknowledge the terms and conditions of this MOU:
State Office for the Aging (SOFA), Senior Employment Program (SCSEP)



Michael Romano, Director
Oneida County Office of the Aging

4/5/18

Date

The following parties acknowledge the terms and conditions of this MOU:
Community Action E&T, Department of State

Antara Mitra, Executive Director
Community Action Program for Madison County

Date

The following parties acknowledge the terms and conditions of this MOU:
Community Action E&T, Department of State

Amy Turner, Executive Director

Date

Mohawk Valley Community Action Agency, Inc.

The following parties acknowledge the terms and conditions of this MOU:
TANF E&T – Herkimer County DSS

Timothy Seymour, Commissioner

Date

The following parties acknowledge the terms and conditions of this MOU:
TANF E&T Madison County DSS

Michael Fitzgerald, Commissioner

Date

The following parties acknowledge the terms and conditions of this MOU:
TANF E&T – Oneida County DSS

Colleen Fahy-Box
Colleen Fahy-Box, Interim Commissioner

4/5/18
Date

The following parties acknowledge the terms and conditions of this MOU:
Resource Center for Independent Living

Zvia McCormick
Executive Director

Date

ATTACHMENTS

Attachment A: LWDA Career Centers

Attachment B: Annual Career Center Infrastructure Budget

Attachment C: Negotiated Shares

Attachment D: Evidence of Collaboration (Provided by the LWDB)

Appendix X: HMO Service Delivery Memorandum of Understanding

Name of Local Workforce Development Area:		HMO		Herkimer		Type of Career Center:		Comprehensive	
Name of Career Center:		Annual Career Center Infrastructure Budget							
#	Partner Name	Rental of Facilities	Utilities and Maintenance	Equipment	Technology	Total Amount (\$)	Percentage of Share		
1	NYSDOL administrative programs (WP, TAA, Vet, UI)	\$ 28,364.00	\$	\$ 70.00	\$ 19,979.00	\$ 48,413.00	36.41%		
2	Adult/DW	\$ 19,069.86	\$ 6,917.46	\$ 1,351.66	\$ 10,366.67	\$ 37,705.65	28.36%		
3	Youth	\$ 9,534.93	\$ 3,458.73	\$ 675.83	\$ 5,183.34	\$ 18,852.83	14.18%		
4	Adult Ed.	\$ 7,000.00				\$ 7,000.00	5.26%		
5	ACCESS-VR	\$ 7,000.00				\$ 7,000.00	5.26%		
6	CTE, postsecondary level	\$ 7,000.00				\$ 7,000.00	5.26%		
7	TANF employment & training	\$ 7,000.00				\$ 7,000.00	5.26%		
8						\$ -	0.00%		
8						\$ -	0.00%		
9						\$ -	0.00%		
10						\$ -	0.00%		
11						\$ -	0.00%		
12						\$ -	0.00%		
13						\$ -	0.00%		

14										\$ -	0.00%				
15										\$ -	0.00%				
16										\$ -	0.00%				
17										\$ -	0.00%				
18										\$ -	0.00%				
19										\$ -	0.00%				
20										\$ -	0.00%				
21										\$ -	0.00%				
22										\$ -	0.00%				
23										\$ -	0.00%				
24										\$ -	0.00%				
25										\$ -	0.00%				
Totals										\$ 84,968.79	\$ 10,376.19	\$ 2,097.49	\$ 35,529.01	\$ 132,971.48	100.00%

	100%

Name of Local Workforce Development Area:		HMO		Type of Career Center:		Comprehensive	
Name of Career Center:		Utica Working Solutions		Type of Career Center:		Comprehensive	
Annual Career Center Infrastructure Budget							
#	Partner Name	Rental of Facilities	Utilities and Maintenance	Equipment	Technology	Total Amount (\$)	Percentage of Share
1	NYSDOL administrative programs (WP, TAA, Vet, UI)	\$ 232,284.00			\$ 74,957.00	\$ 307,241.00	96.52%
2	Adult/DW	\$ 4,821.43	\$ 900.00			\$ 5,721.43	1.80%
3	Youth	\$ 2,442.85	\$ 500.00			\$ 2,942.85	0.92%
4	MVCC					\$ -	0.00%
5	ACCESS-VR					\$ -	0.00%
6	WDB	\$ -			\$ 2,400.00	\$ 2,400.00	0.75%
7						\$ -	0.00%
8						\$ -	0.00%
9						\$ -	0.00%
10						\$ -	0.00%
11						\$ -	0.00%
12						\$ -	0.00%
13						\$ -	0.00%
14						\$ -	0.00%

15										\$ -	0.00%				
16										\$ -	0.00%				
17										\$ -	0.00%				
18										\$ -	0.00%				
19										\$ -	0.00%				
20										\$ -	0.00%				
21										\$ -	0.00%				
22										\$ -	0.00%				
23										\$ -	0.00%				
24										\$ -	0.00%				
25										\$ -	0.00%				
Totals										\$ 239,548.28	\$ 1,400.00	\$ -	\$ 77,357.00	\$ 318,305.28	100.00%

Negotiated Shares	
Partner Name	Negotiated Infrastructure Share (%)
NYS DOL administrative programs (WP, TAA, Vet, UI)	96.52%
Adult/DW	1.80%
Youth	0.92%
WDB	0.75%
ACCESS-VR	

	100%

Name of Local Workforce Development Area:		Working Solutions, Rome		Type of Career Center:		Comprehensive	
Name of Career Center:		Annual Career Center Infrastructure Budget					
#	Partner Name	Rental of Facilities	Utilities and Maintenance	Equipment	Technology	Total Amount (\$)	Percentage of Share
1	NYS DOL administrative programs (WP, TAA, Vet, UI)	\$ 20,364.00			\$ 17,254.00	\$ 37,618.00	57.40%
2	ACCESS-VR	\$ 794.00	\$ 125.00		\$ 52.00	\$ 971.00	1.48%
3	Adult/DW (&PIW)	\$ 15,671.00	\$ 2,966.00	\$ 2,048.00	\$ 1,248.00	\$ 21,933.00	33.47%
4	Other partner (RCIL):	\$ 3,971.00	\$ 618.00	\$ 169.00	\$ 260.00	\$ 5,018.00	7.66%
5							
6						\$ -	0.00%
7						\$ -	0.00%
8						\$ -	0.00%
9						\$ -	0.00%
10						\$ -	0.00%
11						\$ -	0.00%
12						\$ -	0.00%
13						\$ -	0.00%
14						\$ -	0.00%

15										\$ -	0.00%				
16										\$ -	0.00%				
17										\$ -	0.00%				
18										\$ -	0.00%				
19										\$ -	0.00%				
20										\$ -	0.00%				
21										\$ -	0.00%				
22										\$ -	0.00%				
23										\$ -	0.00%				
24										\$ -	0.00%				
25										\$ -	0.00%				
Totals										\$ 40,800.00	\$ 3,709.00	\$ 2,217.00	\$ 18,814.00	\$ 65,540.00	100.00%

Negotiated Shares	
Partner Name	Negotiated Infrastructure Share (%)
NYS DOL administrative programs (WP, TAA, Vet, UI)	45.65%
ACCESS-VR	1.89%
Adult/DW (&PIW)	42.69%
Other partner (RCIL):	9.77%

	100%

Negotiated Shares	
Partner Name	Negotiated Infrastructure Share (%)
NYS DOL	59.39%
Madison County Workforce Development	32.83%
ACCES-VR	4.40%
Madison Oneida BOCES	3.00%

Infrastructure Funding Agreement

Attachment D

Partner meetings were held in Utica throughout the fall of 2017. Individual conversations with partners have taken place in 2018

Representatives from the following agencies were in attendance:

- NYSDOL
- Oneida County Workforce Development
- Herkimer County Employment & Training
- Madison County Workforce Development
- Herkimer County Department of Social Services
- Madison County Department of Social Services
- Oneida County Department of Social Services
- ACCES VR
- Madison-Oneida BOCES
- Herkimer BOCES
- YouthBuild Mohawk Valley
- YouthBuild Utica
- Oneida County Office of the Aging
- Mohawk Valley Community Action

Partners agreed to use an allocation method based on square footage that was estimated from previous documents used for space planning.

It was agreed that partners that are not co-located and do not maintain space at the center could use the public space for recruitment or classes and not be required to pay for infrastructure costs at this time.

**Workforce Development Board Herkimer, Madison & Oneida Counties, Inc.
(WDB)**

A. Intent of the Service Delivery MOU

This MOU is meant solely to capture each partner’s (as listed below) roles and responsibilities in the New York State (NYS) Career Center System (“System”). The partners executing this MOU acknowledge and agree that this document is not a contract, and the MOU does not create, or otherwise give rise to, any contractual rights or obligations between the partners and their representatives. Each partner’s responsibilities, which are generally summarized in this MOU, may only be legally enforced in the event the relevant partners execute a separate joint use or collaboration agreement. The MOU memorializes, in writing, the way the partners will work collaboratively together to satisfy the federal regulations for the System and is not designed to be contractual terms and conditions that would be enforced by court order.

This MOU does not replace or supersede any prior agreements entered into by any partner described in the MOU, including but not limited to separate agreements partners have executed.

B. This MOU was developed and executed in accordance with the MOU requirements set forth in 20 CFR 678.500, 20 CFR § 678.510(b) and Training and Employment Guidance Letter 17-16 (issued by the United State Department of Labor, Employment and Training Administration on January 18, 2017). An additional Infrastructure Funding and Shared Services MOU covering the sharing of costs for infrastructure and shared services is intended to be executed by the parties, on or before December 31, 2017 and for the purpose of complying with 20 CFR 678.500(b)(2). Parties to the Service Delivery MOU

Table 1: Partner Program Contact Information

The [Name of LWDA], the CEO(s) and the following other partners are the parties to this MOU:

Partner Entity or Program Name (as applicable to the LWDA)	Point(s) of Contact (Name, title, address, email, phone)
1. Local Workforce Development Board (LWDB)	Wilber Allen, Board Chair CADimensions 6310 Fly Road East Syracuse, NY 13057 wallen@cadimensions.com 315.793.6037

Partner Entity or Program Name (as applicable to the LWDA)	Point(s) of Contact (Name, title, address, email, phone)
2. Chief Elected Official (CEO)	<p>Bernard Peplinski, Sr. Chairman of Herkimer County Legislature 109 Mary St. Herkimer, NY 13350 bpep@ymail.com 315.822.6974</p> <p>John Becker Chairman of Madison County Board of Supervisors 138 N. Court St. Wampsville, NY 13163 John.Becker@madisoncounty.ny.gov 315.366.2201</p> <p>Anthony J. Picente, Jr. Oneida County Executive 800 Park Ave. Utica, NY 13501 apicente@ocgov.net 315.798.5900</p>
3. Adult, Dislocated Worker (DW), and Youth under Title I of WIOA	<p>Karin Piseck, Manager Herkimer County Employment & Training, Grant Recipient 320 N. Prospect St. Herkimer, NY 13350 kpiseck@herkimercounty.org 315.867.1400</p>
4. Job Corps under Title I of WIOA	Not applicable

Partner Entity or Program Name (as applicable to the LWDA)	Point(s) of Contact (Name, title, address, email, phone)
5. YouthBuild under Title I of WIOA	<p>Alice Savino YouthBuild Utica 209 Elizabeth St. Utica, NY 13501 asavino@working-solutions.org 315.793.6037</p> <p>Director EOC MV YouthBuild 524 Elizabeth St. Utica, NY 13501 slam@mvcc.edu 315.731.5870</p>
6. Indian and Native American Programs (INAP) under WIOA Title I	Not applicable
7. Migrant and Seasonal Farmworker Programs (MSFW) under Title I of WIOA	Not applicable
8. Adult Education and Family Literacy Act programs under Title II of WIOA (Adult Ed.)	<p>Claudia Dean, Associate in Continuing Education NYSED 89 Washington Ave., EBA 460 Albany, NY 12234 Claudia.dean@nysed.gov 518.474.8940</p>
9. New York State Department of Labor (NYSDOL) administered: <ul style="list-style-type: none"> • Wagner-Peyser program under Title III of WIOA (WP) • Trade Adjustment Assistance (TAA) under Title II of Trade Act • Jobs for Veterans State Grants (Vets) under Title 38, U.S.C. • State Unemployment Insurance (UI) programs 	<p>Cheryl Blask, NYSDOL Career Center Manager Working Solutions Career Center 207 Genesee St., 2nd floor Utica, NY 13501 Cheryl.Blask@labor.ny.gov 315.793.5327</p>

Partner Entity or Program Name (as applicable to the LWDA)	Point(s) of Contact (Name, title, address, email, phone)
10. Vocational Rehabilitation—Adult Career & Continuing Education Services (ACCES-VR) under Title IV of WIOA	<p>Herkimer & Oneida County: Judith Petroski, District Office Manager 207 Genesee St., Room 801 Utica, NY 13501 Judith.Petroski@nysed.gov 315.793.2536</p> <p>For Madison County: Patrick Sheppard, District Office Manager 333 East Washington Street, Room 230 Syracuse, NY 13202 patrick.sheppard@nysed.gov 315-428-4179 or 800-782-6164</p>
11. Vocational Rehabilitation—Office of Children and Family Services (OCFS)/New York State Commission for the Blind (NYSCB) under Title IV of WIOA	<p>Amy Carreno, District Manager The Atrium 100 S. Salina St., Suite 105 Syracuse, NY 13202 Amy.Carreno@ocfs.ny.gov 315.423.5425</p>
12. Senior Community Service Employment Programs (SCSEP)—State Office for the Aging (SOFA) under Title V of Older Americans Act	<p>Michael Romano, Director Oneida County Office of the Aging 120 Airline St. Oriskany, NY 13424 mromano@ocgov.net 315.768.3641</p>
13. Senior Community Service Employment Programs (SCSEP)—National Grantees under Title V of Older Americans Act	<p>Iris Brown, Regional Coordinator A4TD, Inc. 175 Central Ave, Albany NY 12206 ibrown@a4td.org</p>
14. Career and Technical Education programs at the postsecondary level (CTE) under Perkins Career and Technical Education Act	<p>Maritza Vega, Associate NYSED 89 Washington Ave., EBA971 Albany, NY 12234 518.474.3719 Maritza.vega@nysed.gov</p>

Partner Entity or Program Name (as applicable to the LWDA)	Point(s) of Contact (Name, title, address, email, phone)
15. Community Services Block Grants (CSBG) employment & training	<p>Amy Turner, Executive Director Mohawk Valley Community Action 9882 River Rd. Utica, NY 13502 aturner@mvcaa.com 315.624.9930</p> <p>Antara Mitra, Executive Director Community Action Program for Madison County Inc. 3 East Main St, PO Box 249 Morrisville, NY 13408 amitra@capmadco.org 315.697.3588 Ext. 40</p>
16. Housing and Urban Development (HUD) employment & training	Not applicable
17. Re-entry Employment Opportunities (REO) programs under Second Chance Act	Not applicable
18. Temporary Assistance for Needy Families (TANF) employment & training under part A of Title IV of Social Security Act	<p>Timothy Seymour, Commissioner Herkimer County DSS 301 N. Washington St., Suite 2110 Herkimer, NY 13350 Timothy.Seymour@dfa.state.ny.us 315.867.1222</p> <p>Michael Fitzgerald, Commissioner Madison County DSS 133 N. Court St. Wampsville, NY 13163 Michael.Fitzgerald@dfa.state.ny.us 315.366.2248</p> <p>Lucille Soldato, Commissioner Oneida County DSS 800 Park Ave. Utica, NY 13501 lsoldato@ocgov.net 315.798.5733</p>
19. [Additional partner approved by LWDB and CEO]	Not applicable

C. System Design and Services

1. Service Provision Locations/Resources

Table 2: Service Provision Locations

Type of Location (Comprehensive/Affiliate/ Specialized /Eligible Partner Program Site/ Self-Service Resource)	Location or Self-Services Resource Name	Location Contact (Address, web address, phone)
1. Comprehensive Center	<p>Utica Working Solutions Career Center</p> <p>Rome Working Solutions Career Center</p> <p>Herkimer Working Solutions Career Center</p> <p>Madison County Working Solutions Career Center</p>	<p>207 Genesee St, 2nd floor Utica, NY 13501 315.793.2229 www.working-solutions.org</p> <p>300 West Dominick St, Suite 1 Rome, NY 13440 315.356.0662 www.working-solutions.org</p> <p>320 N. Prospect St. Herkimer, NY 13350 315.867.1400 www.working-solutions.org</p> <p>133 N. Court St. Wampsville, NY 13163 315.363.2400 www.working-solutions.org</p>
2. Self-Service Resource	Job Zone	https://www.jobzone.ny.gov/views/jobzone/guests.isf
3. Self-Service Resource	Career Zone	https://www.jobzone.ny.gov/views/jobzone/guests.isf
4. Eligible Partner Program Site	YouthBuild	<p>Alice Savino YouthBuild Utica 209 Elizabeth St. Utica, NY 13501 asavino@working-solutions.org 315.793.6037</p> <p>Director EOC MV YouthBuild 524 Elizabeth St. Utica, NY 13501</p>

Type of Location (Comprehensive/Affiliate/ Specialized /Eligible Partner Program Site/ Self-Service Resource)	Location or Self-Services Resource Name	Location Contact (Address, web address, phone)
		slam@mvcc.edu 315.731.5870
Eligible Partner Program Site	Adult Education and Family Literacy Act programs under Title II of WIOA (Adult Ed.)	Claudia Dean, Associate in Continuing Education NYSED 89 Washington Ave., EBA 460 Albany, NY 12234 Claudia.dean@nysed.gov 518.474.8940
Eligible Partner Program Site	Vocational Rehabilitation—Office of Children and Family Services (OCFS)/New York State Commission for the Blind (NYSCB) under Title IV of WIOA	Amy Carreno, District Manager The Atrium 100 S. Salina St., Suite 105 Syracuse, NY 13202 Amy.Carreno@ocfs.ny.gov 315.423.5425
Eligible Partner Program Site	Community Services Block Grants (CSBG) employment & training	Amy Turner, Executive Director Mohawk Valley Community Action 9882 River Rd. Utica, NY 13502 aturner@mvcaa.com 315.624.9930 Antara Mitra, Executive Director Community Action Program for Madison County Inc. 3 East Main St, PO Box 249 Morrisville, NY 13408 amitra@capmadco.org 315.697.3588 Ext. 40
Eligible Partner Program Site	Senior Community Service Employment Programs (SCSEP)—National Grantees under Title V of Older Americans Act	Iris Brown, Regional Coordinator A4TD, Inc. 175 Central Ave, Albany NY 12206 ibrown@a4td.org www.a4td.org
Eligible Partner Program Site	Temporary Assistance for Needy Families (TANF) employment & training under part A of title IV of Social Security Act	Michael Fitzgerald, Commissioner Madison County DSS 133 N. Court St. Wampsville, NY 13163 Michael.Fitzgerald@dfa.state.ny.us 315.366.2248 Lucille Soldato, Commissioner

Type of Location (Comprehensive/Affiliate/ Specialized /Eligible Partner Program Site/ Self-Service Resource)	Location or Self-Services Resource Name	Location Contact (Address, web address, phone)
		Oneida County DSS 800 Park Ave. Utica, NY 13501 lsoldato@ocgov.net 315.798.5733

2. Common Identifier for Branding

Partners will use/incorporate the nation’s designated branding, “American Job Center network” or “A Proud Partner of the American Job Center network” on branded electronic resources and any newly printed, purchased or created materials.

3. Applicable Career Services Coordination and Delivery

In the following Table 3 of Applicable Career Services, columns labeled INAP, MSFW, HUD E&T, 2nd Chance and Job Corps are not available in the WDB Workforce Area.

Table 3 : Applicable Career Services

Required Programs	Adult	DW	Youth	Adult Ed	WP	ACCES-VR	NVSCB	SCSEP	TAA	UI	Vets EBT	CTE	INAP	MSRW	CSBG E&T	HUD EBT	2nd Chance	Job Corps	Youth Build	TANF EBT
Basic Career Services																				
Eligibility for Title I services	X	X	X		X				X		X								X	
Outreach, intake, system orientation	X	X	X	X	X	X	X	X	X	X	X	X		X	X				X	X
Initial assessment	X	X	X	X	X			X	X		X	X			X				X	X
Labor exchange services	X	X	X		X			X	X		X			X	X				X	X
Referrals to programs	X	X	X	X	X	X	X	X	X	X	X	X		X	X				X	X
Labor market information	X	X	X		X			X	X		X			X	X				X	X
Performance on local workforce system	X	X	X		X															
Performance & program cost of Eligible Providers	X	X							X		X			X	X				X	X
Referrals to supportive services	X	X	X		X				X	X	X									
UI information and assistance	X	X	X		X				X	X	X									
Financial aid information	X	X	X	X		X	X	X	X	X	X	X			X				X	
Individualized and Follow-Up Career Services																				
Comprehensive assessment	X	X	X	X	X	X	X	X	X	X	X	X							X	X
Individual employment plan	X	X	X		X	X	X	X	X	X	X			X					X	X
Career planning & counseling	X	X	X	X	X	X	X	X	X	X	X	X			X				X	X
Short-term pre-vocational services	X	X	X			X	X				X	X			X				X	X
Internships and work experiences	X	X	X			X	X	X	X	X	X	X			X				X	X
Out of area job search and relocation assistance	X	X	X		X	X	X		X											
Financial literacy services	X	X	X	X		X	X												X	X
English language acquisition and integrated education	X	X	X	X					X			X			X				X	X
Workforce preparation	X	X	X	X					X	X	X	X			X				X	X
Follow-up services	X	X	X	X				X			X			X					X	X

Applicable Career Services listed in Table 3 are provided in the local area through one-on-one appointments, group orientations, and self-service resources and are defined below. In the following definitions, “customer” is equivalent to participant, consumer, client, student, or recipient, as used by the various partners. Where appropriate, partners who provide the same Applicable Career Services agree to deliver those services in a coordinated manner with appropriate points of contact, meaningful referrals, and through the required service delivery coordination role of the One-Stop System Operator.

Basic Career Services

(20 CFR §678.430(a) and §678.435)

- **Eligibility for Title I Services** – Determination of whether a customer is eligible to receive services from the Adult, Dislocated Worker, or Youth programs.
- **Outreach, Intake, and System Orientation** – Outreach is intended to promote awareness of the availability of the System services to/for individuals and businesses that may need these services. Intake and System orientation is the process of gathering basic information to determine the program(s) appropriate for the customer, and providing the customer with information on the services available to determine if he/she is interested in pursuing those services.
- **Initial Assessment** – The collection and assessment of information on a customer’s skill levels, including literacy, numeracy, and English language proficiency; work history; employment barriers; employment goal(s) and occupational knowledge; supportive service needs; and whether referrals to other programs are appropriate or necessary.
- **Labor Exchange Services** – Providing job search and placement services to the customer, including but not limited to, information on in-demand industry sectors and occupations and non-traditional employment, when appropriate; development of a work search plan; placement in workshops; posting jobs on the state job bank; providing job matching and referrals; and advising how to maintain a record of job search.

In some instances, programs may require their customers to maintain and submit a log detailing the amount of time spent on job search activities including identifying, applying, and interviewing for potential jobs, and time spent preparing and sending follow-up material to businesses.

Labor exchange services also include appropriate recruitment and other business services, which may include, but are not limited to, customized screening and referral of qualified customers in training services to businesses; customized services to businesses, business associations, or other such organizations, on employment-related issues; customized recruitment events for businesses and targeted job fairs; human resource consultation services which may include writing/reviewing job descriptions and employee handbooks, developing performance evaluations and personnel policies, creating orientation sessions for new employees, honing job interview techniques for efficiency and compliance, analyzing employee turnover, creating job accommodations and using assistive technologies, and explaining labor law to help businesses comply; and customized labor market information for specific businesses, sectors, industries, or clusters.

- **Referrals to Programs** – Referrals and coordination of activities with other appropriate programs and services that meet specific customer needs, assist them in overcoming barriers to employment, and provide services to gain/retain employment. These other programs and

services may include, but are not limited to, employment and training services; treatment for alcohol, substance abuse or mental health issues; Unemployment Insurance benefits; Workers' Compensation; NYS Disability Insurance; and vocational rehabilitation services.

- **Labor Market Information** – Staff provides workforce and labor market employment statistics to assist job seeking customers in the development of employment goal(s) and businesses in the development and implementation of sector partnerships and career pathways. The employment statistics include local, regional, and national labor market conditions; career counseling and career exploration services; characteristics of industries, occupations, and the workforce area; business-identified skill needs; short and long-term industry and occupational growth and salary projections; worker supply and demand; and high-growth and high-demand industries.
- **Performance on the Local Workforce System** – The provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's NYS Career Center System.
- **Performance and Program Cost of Eligible Providers** – The provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of provider.
- **Referrals to Supportive Services** – Staff provides customers with referrals to supportive services that enable the customer to participate in authorized WIOA activities. Based on various partners' programmatic rules and regulations, these supportive services may include, but are not limited to, transportation; child care; dependent care; housing; needs related payments; interpreter services; reasonable accommodation for youth with disabilities; legal aid services; assistance with uniforms or other appropriate work attire; assistance with books, fees, and school supplies; payments and fees for employment and training related applications, tests, and certifications; and tools or instruments. Depending on the program, when appropriate, information may also be provided to customers on how to continue these supportive services after program services are completed.
- **Unemployment Insurance (UI) Information and Assistance** – Career Center and UI staff provides information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation. Meaningful assistance means providing assistance on-site using staff that is well trained in UI compensation claims filing and the rights and responsibilities of claimants or providing assistance by phone or via other technology as long as the assistance is provided by trained and available staff within a reasonable time.
- **Financial Aid Assistance** – Providing assistance in establishing eligibility, accessing, and applying for programs of financial aid for training and education programs not provided under WIOA.

Individualized Career Services

(20 CFR §678.430(b))

- **Comprehensive Assessment** – Staff conducts a specialized assessment of a job seeker's barriers to employment, occupational and employment goal(s), educational and skill levels, and personal circumstance to determine his/her service needs. This may include diagnostic testing and use of other assessment tools, and in-depth interviewing and evaluation. Under WIOA Title I, the

comprehensive assessment is used to develop the Individual Employment Plan (IEP), while under Title IV, it is used to develop the Individualized Plan for Employment (IPE).

- **Individual Employment Plan (IEP)/Individualized Plan for Employment (IPE) –** The IEP/IPE identifies the appropriate employment goal(s) chosen by the customer. The initial and comprehensive assessment is used to develop the IEP/IPE in consultation with the customer. The plan outlines the necessary services to be provided to achieve the planned goals; steps and timelines for achieving the goals; and the terms, conditions, and responsibilities associated with the plan. The IEP for Title I Adult/DW/Youth programs also includes information about eligible training providers, when applicable. The IPE for Title IV Vocational Rehabilitation Programs must also include those specific rehabilitation services needed to achieve the employment outcome, including assistive technology devices and services, when applicable.
- **Career Planning and Counseling –** One-on-one or intensive career planning and counseling with a
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applicable work experience requirements for their respective program's State and Federal rules and regulations

- **Out of Area Job Search and Relocation Assistance** – Staff provides information on labor exchange activities in other local areas, regions, or states and whether businesses the customer may be interested in offer assistance with relocation. Allowable relocation expenses may be paid to eligible customers by the appropriate program.
- **Financial Literacy Services** – Educate and support customers to gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high quality relevant learning strategies. The learning, where possible, may include, but is not limited to, creating a budget; initiating checking and/or savings accounts at banks; learning how to effectively manage spending, credit, and debt; learning how to protect against identity theft; and benefits advisement. These services may also include opportunities to put financial literacy lessons into practice, based on the needs of the customer.
- **English Language Acquisition and Integrated Education** – Adult Education staff provides an integrated program of services that incorporates English literacy and civics education concurrently and contextually with workforce preparation and training for a specific occupation/sector for the purpose of educational and career advancement of customers. These services allow customers to attain economic self-sufficiency and are designed for partnerships among adult education programs and postsecondary educational institutions, training providers, and/or businesses. Other partners provide direct linkages and information on how to locate and enroll in English as a Second Language (ESL) or English for Speakers of Other Languages (ESOL) classes.
- **Workforce Preparation** – Activities to help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, training, or employment and other employability skills that increase an individual's preparation for the workforce. For Adult Education these activities are incorporated into all literacy instruction.

Follow-Up Services
(20 CFR §678.430(c))

Depending upon the individual partner's programmatic rules and regulations, follow-up services may include counseling regarding the workplace for customers in adult or dislocated worker programs, who are placed in unsubsidized employment, for up to 12 months after the first day of employment. For youth programs, the follow-up services include critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/or postsecondary education and training. These services may include regular contact with a youth's business and education provider, including assistance in addressing work-related or education-related problems that arise.

4. Referral of System Customers

Partners agree to:

- Participate in a customer focused referral system that seamlessly accesses resources from involved partners to increase quality outcomes. Partners agree to communicate regarding the status of interagency referrals.
- Offer customers information on how to apply for a partner's services and/or arrange an appointment for the customer.
- Continually develop agreed-upon standards and protocols for making quality referrals between program partners.
- Identify a partner referral liaison for each System partner.
- Provide ongoing training to all partner frontline staff in partner services and eligibility.
- Consistently strategize to improve referrals toward a standard of real-time referrals to all applicable local program partners.

5. Confidentiality

Partners agree to the requirements of their individual program in making customer information available to a partner program. Customer information, for the purpose of making a referral to a partner program, will only be shared in accordance with each partner's respective confidentiality requirements. Information will be shared within a reasonable timeframe.

Information may only be shared by the Vocational Rehabilitation partners with a signed written release from the customer. The time limited release form will specify the information that can be released and to whom the information can be released.

Personally identifiable information obtained from customers of specific programs during outreach, intake, system orientation, initial assessment, referral to a partner programs, referral to supportive services, or otherwise is confidential and will not be released, disclosed or re-disclosed without obtaining the proper program specific release. Programs for which program specific releases may be required to ensure customer confidentiality include but are not limited to TANF, NYSDOL programs, and Vocational Rehabilitation programs.

6. System Access

HMO MOU Partners will provide access to all services through a variety of methods including a referral system that includes:

- A "warm handoff" with a personal introduction by a staff member when two partners are in the same center,
- An immediate phone call while the customer is still at the staff person's desk to set up an appointment with another partner organization that is not located in the Center,
- Access to a private location for a customer to talk by phone or videoconference or skype to staff at another partner organization not located in the Center.
- A referral sheet indicating which agency or agencies they are being referred to, accompanied by a brochure that lists the services that are provided by the agencies.

- Follow-up with referral agencies regarding the referral, especially for youth and customers with barriers to employment, will be made, following all confidentiality requirements.

In a Comprehensive Career Center, at a minimum, staff will provide direct linkage (i.e., direct connection within a reasonable time by phone or real-time web-based technology to program staff that can provide program information to the customer).

In compliance with the Americans with Disabilities Act and section 188 of WIOA, partners will provide individuals with disabilities with physical and programmatic accessibility to facilities, programs, services, technology and materials, including appropriate staff training and support.

Partners commit to periodically reassess program accessibility and adjust strategies to improve access as needed.

The partners recognize that NYS Human Rights Law prohibits discrimination or harassment against any employee, applicant for employment or customer due to age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status of any individual.

The partners understand that the NYS Human Rights Law affords protections from employment discrimination for persons with prior conviction records, or prior arrests, youthful offender adjudications, or sealed records.

D. Applicable Career Services System Operating Budget

Table 4: Applicable Career Services System Operating Budget

Partner Entity Name (as applicable to the LWDA)	Average Annual Budget to Support the System
1. Adult/DW/Youth	\$ 2,394,335
2. Job Corps	Not applicable
3. YouthBuild	\$ 1,089,807 – Utica \$ 1,096,117 - Mohawk Valley
4. INAP	Not applicable
5. MSFW	Not applicable
6. Adult Ed.	\$ 728,958
7. NSYDOL administered programs (WP, TAA, Vets, UI)	\$ 2,763,600
8. ACCES-VR	\$ 1,485,172
9. OCFS/NYSCB	\$ 505,402
10. SCSEP— SOFA	\$ 62,191
11. SCSEP—National Grantee	\$ 455,806
12. CTE, postsecondary level	\$ 616,748
13. CSBG employment & training	\$ 57,877 - Madison \$ 75,000 - Herkimer & Oneida

Partner Entity Name (as applicable to the LWDA)	Average Annual Budget to Support the System
14. HUD employment & training	Not applicable
15. Re-entry Employment Opportunities (REO) grantee(s)	Not applicable
16. TANF employment & training	\$ 544,203 – Madison \$ 1,502,480 - Oneida \$ 526,193 - Herkimer
17. [Other partner approved by the LWDB and CEO]	Not applicable
Total	\$ 13,903,889

E. General Provisions and Assurances for the Service Delivery MOU

The Service Delivery MOU is a product of local discussion and negotiation. This MOU shall be in effect from July 1, 2017 and shall remain in effect until all partners to this MOU agree to modify it, as necessary, with written mutual consent. This MOU will be reviewed and re-implemented not less than once every three (3) years from the effective date to ensure appropriate funding and delivery of services, and every three (3) years thereafter. In the event that it becomes necessary for one or more partners to cease being a part of this MOU, the partner(s) shall notify the other partners, in writing, 30 days in advance of that intention.

In the event of changes in State and/or Federal law, which necessitate changes to this MOU, the MOU shall be automatically amended to comply with the current law while still furthering the intent of the MOU. The partners will collaborate to amend the MOU to comply with the State and/or Federal requirements.

This MOU may be executed in counterparts, which together shall constitute an original MOU. This MOU shall not be deemed valid until executed by all partners.

F. Signatures for the Service Delivery MOU

The following parties acknowledge the terms and conditions of this Service Delivery MOU (this does not include the infrastructure funding and shared services costs):

Signatures for the Service Delivery MOU
Local Workforce Development Board (LWDB)

Wilber Allen

Wilber Allen, Chair Workforce Development Board Herkimer,
Madison & Oneida Counties, Inc. Chair

8/10/17

Date

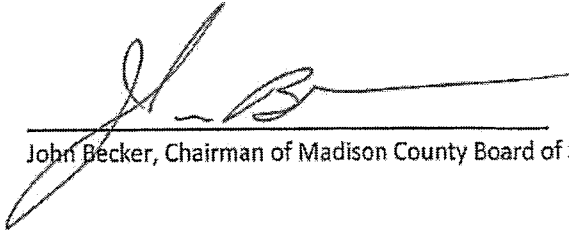
Signatures for the Service Delivery MOU
CEO Herkimer County



Bernard Peplinski, Sr. Chairman of the Herkimer County Legislature

8/24/17
Date

Signatures for the Service Delivery MOU
CEO Madison County

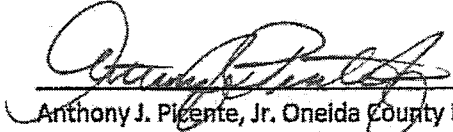


John Becker, Chairman of Madison County Board of Supervisors

8/20/17

Date

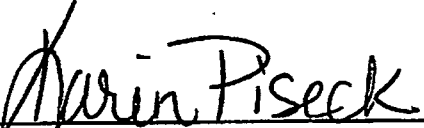
Signatures for the Service Delivery MOU
CEO Oneida County



Anthony J. Picente, Jr. Oneida County Executive

3-29-18
Date

Signatures for the Service Delivery MOU
Title/Adult/DW/Youth


Karin Piseck, Grant Recipient Manager


Date


**Signatures for the Service Delivery MOU
Youth Build Utica**



Alice Savino, Executive Director Youth Build

10.13.17
Date

Mohawk Valley Youth Build



Randal Van Wagoner, President Mohawk Valley Community College

10/4/17
Date

Signatures for the Service Delivery MOU
Title II – Adult Education, NYSED



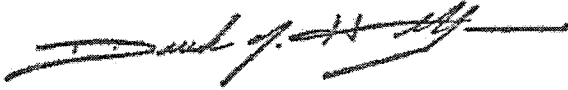
Elizabeth R. Berlin, Executive Deputy Commissioner

NOV 08 2017

Date

Signatures for the Service Delivery MOU

NYS Office for Children and Families/NYS Commission for the Blind (OCFS/NYCB)



Derek Holtzclaw, Associate Commissioner for Financial Management

8-7-17

Date

1-1-82

1-1-82

Signatures for the Service Delivery MOU
SCSEP



Pat Elmer, President/CEO



Date

Signatures for the Service Delivery MOU
State Office for the Aging (SOFA), Senior Employment Program (SCSEP)




Michael Romano, Director
Oneida County Office of the Aging

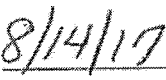
12/15/17

Date

Signatures for the Service Delivery MOU
Community Action E&T, Department of State




Amy Turner, Executive Director
Mohawk Valley Community Action Agency, Inc.



Date

**Signatures for the Service Delivery MOU
TANF E&T – Herkimer County DSS**

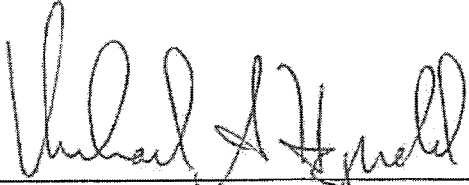


Timothy Seymour, Commissioner

8/22/17

Date

Signatures for the Service Delivery MOU
TANF E&T – Madison County DSS



Michael Fitzgerald, Commissioner

8/14/17

Date

Signatures for the Service Delivery MOU
TANF E&T – Oneida County DSS



Lucille Soldato, Commissioner

8/11/17
Date

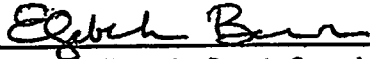
Signatures for the Service Delivery MOU
Title IV- ACCES-VR, New York State Education Department



Elizabeth R. Berlin, Executive Deputy Commissioner

NOV 08 2017
Date

Signatures for the Service Delivery MOU
Title II- CTE NYSED



Elizabeth R. Berlin, Executive Deputy Commissioner

NOV 08 2017

Date

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Interim Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

April 18, 2018

FN 20 18 - 159

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 submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Personal Emergency Response Service (PERS) provides service to those eligible Medicaid clients who still reside in their home, but require monitoring for health and safety issues.

I am respectfully requesting that this sample Agreement for PERS be approved for all three (3) agencies under one resolution, however if there are concerns with any individual provider, that provider may be omitted and processed separately.

The following is a list of the three (3) PERS providers:

- GTL, Incorporated, dba Link to Life, 297 North Street, Pittsfield, Massachusetts 01201
- Lifeline Systems Company, Inc., dba Philips Lifeline, 111 Lawrence Street, Farmingham, Massachusetts, 01702
- Self-Direct Inc., through its division of Response4Help, 4552 Knolltop Terrace, Syracuse, New York 13215

The term of these Agreements runs from June 1, 2018 through May 31, 2021. PERS are paid directly by New York State and the cost of this service to the Department is included in the Medicaid Cap. The total cost for this service in 2017 was \$10,833.00. This Agreement is a fee for service and amounts can vary, however, based on the amount spent in previous years, it is estimated the total cost of this Agreement will be approximately \$32,499.00 with a local share of 10 % or \$3,249.90 for the three year term.

Although historically this service has not exceeded the \$50,000 threshold for Board of Legislators approval, it may do so prior to the expiration of this Agreement, therefore, I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Interim Commissioner

CFB/vlc
attachment



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

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

Date 5-2-18

4/4/18
XXXXX

Oneida Co. Department Social Services

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

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Three (3) Various Personal Emergency Response Service Providers:

- GTL, Incorporated d/b/a Link to life, 297 North Street, Pittsfield, Massachusetts 01201
- Lifeline Systems Company, Inc., dba Philips Lifeline, 111 Lawrence Street, Farmingham, Massachusetts, 01702
- Self-Direct Inc. through its division of Response4Help, 4552 Knolltop Terrace, Syracuse, New York 13215

Title of Activity or Services: Provides Personal Emergency Response Service (PERS)

Proposed Dates of Operations: June 1, 2018 through May 31, 2021

Client Population/Number to be Served: Eligible Medicaid Recipients

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To provide PERS systems for those eligible Medicaid clients who are at home but yet require monitoring for health and safety issues.

2). Program/Service Objectives and Outcomes

To reduce number of hours required of a personal service aide for health and safety monitoring. Services must be approved by Office of Continuing Care in conjunction with the client's personal physician. PERS increases the Medicaid client's self-sufficiency and independence.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Approved Rates.

Oneida County Dept. Funding Recommendation: Account #A6102.495

Mandated or Non-mandated: Mandated

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

Federal	62 %	-	\$ 20,149.78
State	28 %	-	\$ 9,100.22
County	10 %	-	\$ 3,249.00

Cost Per Client Served: New York State Approved Rates

Past performance Served: PERS is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the County's Medicaid Cap. The total cost to the state for these three providers in 2017 was \$10,833.00, utilizing the historical yearly cost for 2017, the cost of this agreement will be approximately \$32,499.00 with a cost to the Department equaling approximately \$3,249.

O.C. Department Staff Comments: The Department is satisfied with all of the providers' performance. The Department contracts with three different providers for PERS services to ensure availability of services.

XXXXX

This Agreement by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 through its Department of Social Services (hereinafter called the Department) and Provider having principal offices at _____ (hereinafter called Provider).

WHEREAS, the Department, pursuant to Section 367-g of the Social Services Law (“SSL”) and the New York State Regulations of the Department of Social Services at Section 505.33 of Title 18 NYCRR, may authorize personal emergency response services (“PERS”) to be provided to Medical Assistance (“MA”) recipients whom the Department has determined eligible to receive these services; and

WHEREAS, the Department is authorized, pursuant to Section 365.1(d) of the Social Services Law and subdivision (d) of Section 505.33 of Title 18 NYCRR, to enter into written agreements for the provision of PERS for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act (“SSA”), Section 367-g of the SSL, and Section 505.33 of Title 18 NYCRR; and

WHEREAS, the Provider represents that it will provide PERS as authorized by the Department pursuant to Title XIX of the SSA, Section 367-g of the SSL, and Section 505.33 of Title 18 NYCRR; and

WHEREAS, the Department and the Provider have determined to enter into this written Agreement pursuant to which the Provider will provide PERS to MA recipients whom the Department has determined eligible to receive these services;

THEREFORE, the Department and the Provider agree as follows:

1. Department’s Authorization of PERS:

The Department shall be responsible for determining whether MA recipients are eligible to receive PERS, as defined in subdivision (a) of Section 505.33 of Title 18 NYCRR, and for authorizing and re-authorizing PERS for MA recipients whom it determines eligible to receive PERS. The Department’s eligibility determinations, authorizations, and reauthorizations for PERS will be in accordance with subdivision (c) of Section 505.33 of Title 18 NYCRR and such directives to social services districts as New York State may issue.

2. Provider’s Provision of PERS:

The Provider shall provide PERS to MA recipients whom the Department has determined eligible to receive PERS and has authorized or re-authorized to receive

PERS. The Provider agrees that its provision of PERS will be in accordance with subdivisions (a) and (f) of Section 505.33 of Title 18 NYCRR and such directives to PERS providers as New York State may issue.

3. Standards for PERS Equipment:

The Provider shall assure that all PERS equipment complies with the PERS equipment standards set forth in subdivision (g) of Section 505.33 of Title 18 NYCRR and such directives to PERS providers as New York State may issue.

4. Training of Monitoring Agency Staff:

The Provider shall assure that staff members of the monitoring agency, as defined in subdivision (a) of Section 505.33 of Title 18 NYCRR, are fully trained regarding their responsibilities when the monitoring agency receives signals for help from MA recipients' PERS equipment.

5. Payment for PERS:

The Department shall authorize payment to the Provider for PERS that are provided to MA recipients whom the Department has determined eligible for PERS and has authorized or re-authorized to receive PERS and that are provided in accordance with the Department's authorization or reauthorization, Section 505.33 of Title 18 NYCRR, and such directives as New York State may issue. The Department shall authorize payment to the Provider at the rates set forth in Appendix A of this Agreement, provided that such rates have been established pursuant to subdivision (h) of Section 505.33 of Title 18 NYCRR. The rates set forth in Appendix A of this Agreement are the total payment to the Provider, and no additional payment to the Provider will be made by New York State, the Department, or the PERS recipient. The Department shall authorize that payment to the Provider terminate on the day that the Department sends a written notification to the Provider that it must remove the PERS equipment from the former PERS recipient's home.

6. Department's Monitoring:

The Provider agrees that its provision of PERS shall be subject to the monitoring of the Department in accordance with subdivision (e) of Section 505.33 of Title 18 NYCRR and such directives as New York State may issue.

7. Quality of Services:

This Agreement does not diminish the Provider's responsibility for maintaining the quality of PERS the Provider provides. The Provider shall remain responsible for the following:

- A. ensuring that PERS provided pursuant to this Agreement complies with all pertinent provisions of Federal and New York State law and regulations; and

- B. ensuring the quality of PERS provided by the Provider or any entity with which the Provider has a subcontract.

8. Non-Exclusive Agreement:

The Department shall not be obligated to use the Provider's services. The Department or New York State may, in its discretion and upon written notice to the Provider, terminate the Provider's responsibility to provide PERS to any one or more MA recipients. Such termination of the Provider's responsibility to provide PERS to any one or more MA recipients does not render this Agreement void or voidable.

9. Provider as Independent Contractor:

The Provider agrees that the Provider is an Independent Contractor and not an employee, officer, or agent of the Department or of New York State. The Provider agrees that the Provider and the Provider's employees, officers, and agents will conduct themselves in accordance with this status and neither hold themselves out as, nor claim to be, employees, officers, or agents of the Department or of New York State. The Provider also agrees that neither the Provider nor the Provider's employees, officers, or agents will make any claim for any right or privilege applicable to a Department or New York State employee, officer, or agent including, but not limited to, Workers' Compensation or retirement benefits.

10. Liability and Other Insurance:

The Provider agrees that, prior to providing PERS under this Agreement, it shall obtain Commercial General Liability (CGL) insurance in the amounts of \$1,000,000 per incident and \$2,000,000 aggregate to protect Oneida County, the Department, and New York State and their officers, employees, and agents from any liability relating to the provision of PERS that may arise as a result of any acts, omissions, or negligence by the Provider or by the Provider's officers, employees, or agents. Oneida County and all other parties required by the County shall be named as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured. Such insurance coverage may be an endorsement to an existing policy of the Provider. The Provider shall maintain such coverage while this Agreement is in effect. The Provider also agrees that, regardless of the form or manner of the Provider's insurance coverage and prior to providing PERS under this Agreement, the Provider shall provide the Department with a written acknowledgment of the Provider's insurance coverage, the terms of the Provider's insurance coverage, and a commitment that the insurer or the Provider will notify the Department at least ten (10) calendar days before the effective date of any change in, or cancellation of, the Provider's insurance coverage.

The Provider shall obtain and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A.M. Best.

A. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

(i) Coverage for review of cases and resulting Professional assessment.

(ii) Coverage for Abuse and Molestation.

B. Automobile Liability.

(i) Business Auto Liability with limits of at least \$1,000,000 each accident.

(ii) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

(iii) Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

C. Commercial Umbrella.

(i) Umbrella limits must be at least \$1,000,000.

(ii) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

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

D. Workers' Compensation and Employer's Liability.

(i) Statutory limits apply.

11. Indemnification:

The Provider shall defend, indemnify and hold harmless the Department and the State and their employees, officers, and agents against any liability resulting from

the Provider's performance or failure to perform in accordance with the terms of this Agreement.

12. Provider's Record Keeping Responsibilities:

- A. The Provider shall complete all required employer payroll records and deduct all tax, insurance, and other required payments including, but not limited to, workers' compensation; disability insurance; Social Security taxes; federal and State unemployment insurance benefits; federal, State and local income tax withholding; and any other legal or customary requirements.
- B. The Provider shall maintain records and accounting procedures that properly reflect all direct and indirect costs expended in the performance of this Agreement. The Provider also agrees to collect and maintain all fiscal and program statistical records required by the Department or the State on forms the Department supplies and New York State has approved.
- C. At all times during the term of this Agreement and for a period of six (6) years after final payment, the Provider shall provide all authorized representatives of the Department, and the State and federal governments with full access to all records relating to the Provider's performance under, and funds payable pursuant to, this Agreement for the purpose of examination, audit and copying of such records.
- D. The Provider shall comply with all applicable federal and State requirements governing the confidentiality of information on MA recipients, including, but not limited to, Section 369 of the SSL, Section 1902(a)(7) of the SSA, and regulations promulgated under such provisions.
- E. The Provider shall maintain all records and other documents required by this Section 12 of this Agreement or otherwise relevant to this Agreement for six (6) years after final payment.

13. Notice of Provider's Subcontracts and Other Agreements:

The Provider shall notify the Department or New York State of any affiliated entities with which it has direct or indirect agreements, subcontracts for services, or any other arrangement under which the amounts the Provider receives as payment for PERS are shared among, or transferred between, the Provider and any other entity or entities. If the Provider directly or indirectly disburses any amount to any entity receiving payment from any governmental agency, it shall notify the Department or the State of the nature, type amount, and date of any such disbursement.

14. Employment Practices:

The Provider shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin; the implementing regulations prescribed by the

Secretary of Labor at 41 Code of Federal Regulations, Part 60; and the Federal regulations contained in 45 Code of Federal Regulations Part 84, entitled “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.”

15. Fair Hearings:

The Department shall provide notices to PERS recipients or applicants of their right to state fair hearings as required by federal and State law and regulations. The Provider, upon request of the State or the Department, shall participate in State fair hearings when necessary for the determination of issues. The Provider also shall participate, as requested by the Department or the State, in any endeavors incident to the provision of PERS including, but not limited to, testimony for fair hearings; reports, surveys, studies, or audits; court or judicial proceedings; and any other matters relating to the Provider’s provision of PERS.

16. Termination of this Agreement by the Department:

- A. The Department may terminate this Agreement under the following circumstances:
- (i) New York State notifies the Department that the federal or State reimbursement is no longer available for PERS;
 - (ii) The Provider fails to perform its obligations pursuant to this Agreement, including any local variations that are set forth in any Appendix C of this Agreement, or the Provider violates any of the material terms of this Agreement;
 - (iii) New York State has sanctioned the Provider for conduct that constitutes an unacceptable practice under the MA program;
 - (iv) The Department has determined that each of the MA recipients to whom the Provider furnished PERS is no longer eligible for MA or PERS;
 - (v) The Department has determined that an emergency exists which could jeopardize the health, safety, or welfare of MA recipients to whom the Provider furnishes PERS;
 - (vi) The Provider has become insolvent, provided that such insolvency does not result from nonpayment or late payment to the Provider of funds due pursuant to this Agreement;
 - (vii) A voluntary or involuntary proceeding under the Bankruptcy Act is commenced by or against the Provider, provided that the cause for the commencement of such proceeding was not the nonpayment or late payment to the Provider of funds due pursuant to this Agreement; or
 - (viii) The Department and the Provider have agreed that the Department may terminate this Agreement under other circumstances set forth in

Appendix C of this Agreement, and such other circumstances have occurred.

- B. Except in an emergency, the Department shall give the Provider thirty (30) calendar days' written notice of its intention to terminate this Agreement. The written notice must contain the reasons for the Department's termination of this Agreement and the effective date of this Agreement's termination.

17. Termination of this Agreement by the Provider:

- A. The Provider may terminate this Agreement under the following circumstances:
 - (i) New York State revises the requirements for the Provider's provision of PERS and the Provider reasonably finds these requirements unacceptable;
 - (ii) New York State has reduced the rates paid to the Provider, as set forth in Appendix A of this Agreement, and the Provider reasonably finds such reduced rates to be unacceptable; or
 - (iii) The Department and the Provider have agreed that the Provider may terminate this Agreement under other circumstances set forth in any Appendix C of this Agreement, and such other circumstances have occurred.
- B. The Provider shall give the Department thirty (30) calendar days' written notice of its intention to terminate this Agreement. The written notice must contain the reasons for the Provider's termination of this Agreement and the effective date of this Agreement's termination.

18. Agreement Close-out Procedures:

The Provider shall comply with all Department and State closeout procedures when this Agreement terminates or expires. These closeout procedures include, but are not necessarily limited to, the following:

- A. Within five (5) business days after this Agreement terminates or expires, the Provider shall transfer to the Department, or the Department's designee, a copy of the Provider's records pertaining to all MA recipients to whom the provider previously furnished, or is currently furnishing, PERS pursuant to this Agreement.
- B. Within thirty (30) calendar days after this Agreement terminates or expires, the Provider shall notify the Department in writing of all obligations relating to this Agreement that the Provider necessarily incurred before this Agreement terminated or expired and that came due after this Agreement terminated or expired. The Department shall authorize payment to the

Provider in accordance with this Agreement for such obligations. The Department will not authorize payment to the Provider for any obligations that the Provider incurs or pays after this Agreement terminates or expires.

- C. Within thirty (30) calendar days after this Agreement terminates or expires, the Provider shall account for, and refund to, the Department any overpayments or excess funds paid to the Provider pursuant to this Agreement.
- D. Within ninety (90) calendar days after this Agreement terminates or expires, the Provider shall submit to the Department a final report, completed by a certified public accountant, of the Provider's receipt and expenditure of funds pursuant to this Agreement.

19. Agreement to Renegotiate:

The Department and the Provider shall renegotiate this Agreement if the federal or State government revises the requirements for PERS and these revisions would affect the continued availability of PERS reimbursement or payment.

20. Amendments:

The Department and the Provider shall amend this Agreement when they determine amendments are necessary. No such amendment will be effective until fully approved and executed. All amendments must be in writing, signed by authorized representatives of the Department and the Provider, and attached to this Agreement.

21. Local Variations:

Local variations, if any, are set forth in Appendix C and any addendum attached to, and made a part of, this Agreement. If any local variations conflict with the main body of this Agreement, the main body of this Agreement controls unless the Department and the Provider have specified otherwise in a separate agreement and that is attached to this Agreement.

22. Entire Agreement:

This Agreement, including all appendices and any documents incorporated by reference, contains all the terms and conditions agreed upon by the Department and the Provider. All appendices and items incorporated by reference shall be attached to this Agreement. No other precedent or contemporaneous agreement, oral or written, regarding the subject matter of this Agreement, is deemed to vary any of the terms and conditions contained in this Agreement of bind either the Department or the Provider.

23. Effective Dates:

This Agreement shall be effective on June 1, 2018 and unless otherwise terminated pursuant to this Agreement, shall expire on May 31, 2021. Neither the Department nor the Provider is obligated to renew or extend this Agreement.

24. Signatures:

In Witness Whereof, the parties have signed this Agreement on the dates indicated above their respective signatures.

Date: _____

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

Approved: _____
Maryangela Scalzo, Assistant County Attorney

Date: _____

Department of Social Services: _____
Colleen Fahy-Box, Interim Commissioner

Date: _____

Authorized Signature: _____

Print Authorized Name: _____

Title: _____

MMIS ID # _____

Appendix A

PERSONAL EMERGENCY RESPONSE SERVICES RATES

The rates listed below will be paid for PERS for the period covered in this contract.

County: Oneida

Provider Name: _____

Provider Address: _____

Provider MMIS number: _____

<u>RATE CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2513	PERS Installation Charge	<u>NY State approved Rate</u>
2514	PERS Monthly Service Charge	<u>NY State approved Rate</u>

(for SDSS use only)

Effective Date: _____ Locator Code: _____

Rate Code Type: _____ County Code: _____

DMA Approval: _____ Date: _____

OBM Approval: _____ Date: _____

Contract Approval: _____ Date: _____

To MMIS Date: _____

APPENDIX B

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 fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that

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

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

- VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.
- VII. (a) By submission of this bid, each bidder and each person signing on

behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

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

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

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

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

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

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

APPENDIX C

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

For purposes of this Appendix, the word "Contractor" shall mean the "Provider."

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 of, 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 registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile

transmission or email, upon receipt.

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

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three 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 or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The 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 any 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
- 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 OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and 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 Statewide Central Register of Child Abuse and

Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any 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 an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with Section 403 of Title 18 NYSDDS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

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

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

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and 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, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

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

PATENTS AND INVENTIONS

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

law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter. Said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or county funds are limited or have 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;
- A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department;
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, county, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with state, federal, or county statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department.

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

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that 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.

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

The Contractor also agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

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

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

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

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

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

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

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

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

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

I, the undersigned, an employee of _____, (the
Name of Contract Agency

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

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

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

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

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

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

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

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

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

ADDENDUM -- STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no

later than five (5) calendar days after such conviction;

- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996,

hereinafter referred to as “HIPAA,” as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

- i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County’s clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
- i. The Contractor may use and disclose protected health information for the Contractor’s own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKERS' COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable

and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this

agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Interim Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

April 19, 2018

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

FN 20 18160
HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Personal Care Services are a vital service to deter placement of eligible Medicaid clients in nursing home care. These services are cost effective because people are able to remain at home reducing the need for higher levels of care.

I am respectfully requesting that this sample contract for Personal Care Services be approved for all six (6) agencies under one resolution, however if there are concerns with any individual provider, that provider may be omitted and processed separately.

The following is a list of the six (6) Personal Care Service providers:

- Three G's, Inc. dba Superior Home Health Care, PO Box 703, Middleville Road, Herkimer, New York 13350
- Family Home Care, Inc., 519 N. Madison Street, Rome, New York
- Homemakers of the Mohawk Valley Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York
- Presbyterian Residential Community, Inc., 4300 Middle Settlement Road, New Hartford, New York
- US Care Systems Inc., 2614 Genesee Street, Utica, New York
- Self-Direct Inc., 12 Oswego Street, having offices located at 43 Oswego St., Baldwinsville, New York 13027.

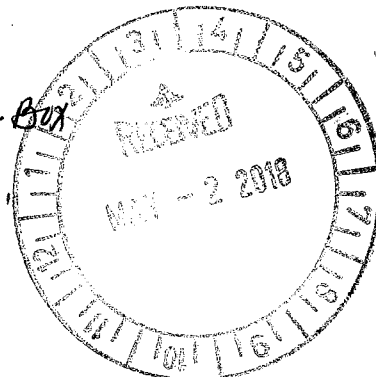
The term of these Agreements runs from June 1, 2018 through May 31, 2021. Personal Care Services are paid directly by New York State and the cost of this service to the Department is included in the Medicaid Cap. The total cost to the state for these six providers in 2017 was \$681,723.00. This Agreement is a fee for service and costs can vary, however based on service use in 2017, the estimated cost of this service will be approximately \$2,045,169.00 with a local share of 10 % or \$204,516.90 for the three (3) year term.

If these Agreements meet with your approval, please forward to the Board of Legislators for action. Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Interim Commissioner

CFB/vlc
attachment



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

Anthony J. Picente Jr.
Anthony J. Picente Jr.
County Executive

Date 5-2-18

4/4/18
XXXXX

Oneida Co. Department Social Services

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

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organizations: Six (6) Personal Care Service Providers

- Family Home Care, Inc., 519 N. Madison Street, Rome, New York 13440
- Homemakers of the Mohawk Valley, Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York 14150
- Presbyterian Residential Community, Inc., 4300 Middle Settlement Road, New Hartford, New York 13413
- US Care Systems, Inc., 2614 Genesee Street, Utica, New York 13502
- Self-Direct Inc., 12 Oswego Street, having offices located at 43 Oswego St., Baldwinsville, New York 13027.
- Three G's, Inc. d/b/a Superior Home Health Care, PO Box 107, 703 Middleville Road, Herkimer, New York 13350

Title of Activity or Services: Personal Care Services

Proposed Dates of Operations: June 1, 2018 through May 31, 2021

Client Population/Number to be Served: Physically or mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Personal Care Services are defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services are essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Total Funding Requested: Rates determined by New York State

Oneida County Dept. Funding Recommendation: Account # A6102.495

Mandated or Non-mandated: Mandated service

Proposed Funding Source (Federal \$ /State \$ / County \$): 2017 costs

Federal	62 % -	\$422,668.26
State	28 % -	\$190,882.44
County	10 % -	\$68,172.30

Cost Per Client Served: Rates vary based on the level of care required.

Past performance Served: Personal Care Services are paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Medicaid Cap. The total cost to the state for these six providers in 2017 was \$681,723.00 with a cost to the Department equaling approximately \$68,172.30. Based on service use in 2017, the cost of this agreement for the three year term is estimated to be approximately \$2,045,169.00 with a local share of 10 % or \$204,516.90.

O.C. Department Staff Comments: The Department is satisfied with all personal care service providers and contracts with a number of agencies to ensure availability of service.

y #XXXXX

Agreement

BETWEEN A LOCAL SOCIAL SERVICES DISTRICT AND A CONTRACTING AGENCY
FOR PERSONAL CARE SERVICES (PURSUANT TO TITLE 11 OF ARTICLE 5 OF THE
NEW YORK SOCIAL SERVICE LAWS AND TITLE XIX OF THE UNITED STATES
SOCIAL SECURITY ACT).
FOR TITLE XIX SERVICES ONLY

This Agreement is between Oneida County (hereinafter referred to as the "County"), a municipal corporation organized and existing under the laws of the State of New York having its principal office at 800 Park Avenue, Utica, New York 13501, through its Department of Social Services (hereinafter referred to as the "Department") and Personal Care Service Provider (hereinafter referred to as the "Provider"), a (type of business entity) having its principal office at

The parties hereto desire to make Personal Care Services available to the County under Title XIX of the Federal Social Security Act; and

The Department is authorized, pursuant to Section 365-a(2)(e) of the New York State Social Services Law and 18 New York Code of Rules and Regulation (NYCRR) and/or other New York State Department of Health regulations, to provide personal care services to persons eligible to receive said services; and

The Department is desirous of obtaining personal care services to be rendered to recipients of Medical Assistance (Medicaid) for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable state law; and

The Provider herein represents that it shall provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable state law and which are eligible for reimbursement thereto;

THEREFORE, the parties signing and executing this Agreement do in consideration of the above agree as follows:

1. Term of Agreement

This Agreement shall begin on June 1, 2018 and terminate on May 31, 2021. The option to extend this Agreement for one additional year to May 31, 2022, is at the sole discretion of the Department and the County and notice to the Provider shall be provided prior to the end of the term of this Agreement.

2. Provision of Personal Care Services

The Provider shall provide personal care services, as defined in New York State 18 NYCRR to recipients of Medicaid (hereinafter individually referred to as the "Client" or collectively as the "Clients"), as defined in Title 11 of Article 5 of the New York State Social Services Law and/or Title XIX of the Federal Social Security Act, if requested to

provide said services by the Department , pursuant to the order(s) and/or prescription(s) of a physician, in accordance with a plan of care and to be supervised by a registered nurse, subject to the conditions set forth in the regulations of New York State 18 NYCRR or superseding provisions.

3. Authorization and Request for Personal Care Services

- a It shall be the sole responsibility of the Department to determine the eligibility of a Client. The Department and/or eMedNY shall not reimburse the Provider for personal care services provided to persons who have not been determined eligible and authorized by the Department to receive such services and when such services are not provided in accordance with the written authorization of the Department.
- b The Department and/or eMedNY shall reimburse the Provider only for such personal care services authorized and provided in accordance with the policies and procedures of the Department.
It shall be the sole responsibility of the Department to notify the Provider of the service authorization of each Client including the functions and tasks required.
- c The Department will forward to the Provider written confirmation of each telephoned service authorization within seven (7) working days of such notification.

4. Obligation to Utilize Provider

The Department shall not be obligated to utilize the services of the Provider(s).

5. District's Termination of Agreement

The Department shall have the right to terminate this Agreement under the following conditions:

- a Upon receipt of notification that federal and/or state reimbursement is no longer available for the services to be provided.
- b Failure of the Provider to perform its obligations pursuant to this Agreement and the requirements of 18 NYCRR 505.14.
- c Violation by the Provider of any of the material terms of this Agreement or participation in Medicaid fraud.
- d Except for emergencies when the Client's health and safety is in immediate jeopardy, the Department shall give the Provider thirty (30) days written notice of intention to terminate services of the Provider under this Agreement; in the event of termination, the Provider shall, within five (5) working days, transfer copies of any and all records pertaining to any Client who has been or is receiving services provided by the Provider to the Department. The Provider shall retain its original Client care records and, within five (5) working days, transfer a copy of any and all Client care records in lieu of originals which shall be retained by the Provider for at least six (6) years beyond the date of termination of this Agreement between the Provider and the Department.
- e The cessation of services to a particular Client shall not render this entire Agreement void or voidable.

6. Provider's Termination of Agreement

The Provider shall have the right to terminate this Agreement under the following conditions:

- a. If there is an imposition of new or additional requirements by the federal or state governments as a condition to continued federal or state reimbursement which the Provider reasonably finds unacceptable.
- b. The State Department of Health has, pursuant to the provisions of this Agreement, reduced the rate paid to the Provider and the Provider finds such reduced rate to be unacceptable.
- c. The Provider shall give the Department thirty (30) days written notice of its intention to terminate services to the Department or any Client who would otherwise remain eligible to continue receiving personal care services. This written notice of termination shall contain the reasons for termination and the effective dates.

7. Close-Out Procedures

Upon termination or expiration of this Agreement, the Provider shall comply with all State Department of Health and the Department's close-out procedures, including, but not limited to:

- a. Turn over to the State Department of Health or the Department all books, Client records, Client documents and material relating to Client services.
- b. Not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Provider on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the Department in accordance with the terms of this Agreement if the Department receives notice of such obligations within thirty (30) days after the date of termination, overpayments or funds paid in excess of allowable payments which have been paid to the Provider pursuant to this Agreement.
- c. Account for the refund to the Department within thirty (30) days after the date of termination, overpayments of funds paid in excess of allowable payments which have been paid to the Provider pursuant to this Agreement.
- d. Submit to the State Department of Health within ninety (90) days after the date of termination or expiration, a final report of receipt and expenditure of funds relating to this Agreement. The report shall be made by a certified public accountant.

8. Provider as Independent Contractor

The Department and the Provider agree that the Provider is an Independent Contractor and its employees are not in any way to be deemed employees of the Department, the County or the State Department of Health. It is further understood and agreed that no agent, servant or employee of the Provider shall, at any time, or under any circumstances, be deemed to be an agent, servant, or employee of the Department, the County or State Department of Health.

9. Indemnification

The Provider agrees that it shall, at all times, defend, indemnify and hold the Department, the County and the State Department of Health and their officers or employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Provider, its officers or employees with respect to this Agreement and any of the terms thereof.

10. Jurisdiction of District

The Provider agrees that its employees or agents rendering personal care services shall be subject to the jurisdiction of the Department and/or its designee, when such designee has been approved by the State Department of Health. It is understood and agreed that the Department retains the right to maintain and continue case management for any recipients of Medicaid and that the activities of the Provider shall be subject to the monitoring of the Department and the State Department of Health, in accordance with the requirements of 18 NYCRR.

11. Agreement to Renegotiate

The parties agree to renegotiate this Agreement in the event that the United States Department of Health and Human Services or the State Department of Health issue new or revised requirements on the Department as a condition for receiving continued federal or state reimbursement.

12. Amendment of Contract

This Agreement may be amended whenever determined necessary by the Department and the Provider. All amendments shall be in writing, duly signed by both parties, and be annexed to this Agreement.

13. Fair Hearings

The Department shall be responsible for providing notice to Clients of the Client's right to a state fair hearing as required by federal and state law and regulations, and the manner in which a state fair hearing may be requested. The Provider, upon request of the Department, shall participate in state fair hearings when necessary for the determination of issues.

14. Adequacy of Service Notices

This Agreement shall not diminish the Provider agency's responsibility for maintaining adequacy of service notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and any other matters of procedures relating to the furnishing of personal care services by the Provider.

15. Adequacy of Provider Services

This Agreement shall not diminish the Provider agency's responsibility for maintaining adequacy of services provided by the Provider. As required in 10 NYCRR 766.10 (d), notwithstanding any other provisions in this contract, the Provider agency remains responsible for: a) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and

regulations; b) ensuring the quality of all services provided by the agency; and c) ensuring adherence by the Provider staff to the plan of care established for Clients.

16. Insurance Requirements

- a. The Provider shall obtain and maintain in full force and effect general liability insurance in the amount of \$1,000,000 per incident and \$2,000,000 annual aggregate. The Provider shall also obtain and maintain in full force and effect professional liability insurance in the amount of \$1,000,000 per incident and \$2,000,000 aggregate. The Provider shall name Oneida County as an additional insured on the Provider's general liability policy, on a primary, non-contributory basis, as their interests may appear. The Provider shall provide the Department with certificates of insurance reflecting such coverage required herein, the terms and conditions thereof, and a commitment to notify the County at least ten (10) days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).
- b. The Provider shall obtain and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualifies and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A.M. Best.
 - i. Automobile Liability.
 1. Business Auto Liability with limits of at least \$1,000,000 each accident.
 2. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 3. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
 - ii. Commercial Umbrella.
 1. Umbrella limits must be at least \$5,000,000.
 2. Umbrella coverage must include as additional insureds all entities that are additional insureds on the general liability policy.
 3. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
 - iii. Workers' Compensation and Employer's Liability.
 1. Statutory limits apply.
- c. Waiver of Subrogation: Provider waives all rights against Oneida County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by general liability, professional liability, Automobile Liability, Umbrella Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
- d. Certificates of Insurance: Prior to the start of any work the Provider shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be

a copy of the Additional Insured Endorsement that is part of the Provider's general liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

17. Fiscal Reports

The Provider shall make the necessary and/or required employer payroll reports, deductions, and tax, insurance, or other payments, including, but not limited to, providing for workers' compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes; and shall comply with any other legal or customary requirements.

18. Performance Standards

The Provider shall provide services which assure the health and safety of the Client and assist the Client to live as independently as possible. To assure the quality of the service, the following shall apply:

- a. The Provider shall commence services as expeditiously as possible upon receipt of an oral or written authorization from the Department. If notice to commence services is received on a Friday, Saturday, Sunday, or Official State Holiday, the said hour period shall begin to run on the next business day following such Friday, Saturday, Sunday or State Holiday.
- b. The Provider shall establish and maintain procedures in order to ensure uninterrupted service in accordance with service authorizations, including the following:
 - i) The Provider shall establish and maintain a twenty-four hour per day, seven days per week system for emergency replacement of personal care aides.
 - ii) The Provider shall establish and submit to the Department for review and approval a holiday coverage plan for the provision of services.
 - iii) Providers who are certified in accordance with Part 760 of 10 NYCRR or licensed in accordance with Part 765 of 10 NYCRR shall share with the Department their plan for emergency and disaster preparedness prepared in accordance with Section 763.8 of 10 NYCRR and Section 766.5 of 10 NYCRR. Those agencies which are not required to be certified or licensed and are providing services exclusively under 18 NYCRR shall establish and submit to the Department for its prior approval a plan for maintaining services in the event of an emergency, including snowstorms and power failures.
 - iv) The Provider shall promptly notify the Client and the Department when the Provider is unable to provide continuing services in accordance with service authorization. The Provider shall make such emergency arrangements as shall be necessary to ensure that the safety of the Client is not endangered by the inability of the Provider to provide the authorized services.

- c. The Provider shall notify the Department when personal care services appear to be no longer appropriate. The Provider shall in no event terminate services to a Client without the prior approval of the Department.
- d. The Provider shall notify in writing all of its employees that the personal care aides cannot cash checks, do banking or pay bills for the Client without special written permission from the Department. If such permission is granted, all such transactions shall be documented in writing.
- e. The personal care aide shall not directly or indirectly solicit any gift or accept any gift, whether in the form of money, services, loans, time off, telephone usage, travel or any other form.

19. Administrative Supervision

The Provider shall perform administrative supervision activities to assure that personal care services are provided as authorized by the Department. To assure that services are provided according to the level, amount, frequency and duration authorized, the Provider shall:

- a) Notify the Department within twenty-four (24) hours of the initial referral whether the Provider accepts or rejects an assigned case. If the Provider accepts the Client, the Provider must notify the Department of the arrangements made to provide personal care services. If the Provider rejects the Client, the Provider shall notify the Department of the reason for rejecting the referral.
- b) Assign a personal care aide(s) to the Client which can meet his/her needs. In making such a determination, the Provider shall take the following into consideration:
 - i) The skills needed by the Client;
 - ii) The Client's cultural background, primary language, personal characteristics and geographic location; and
 - iii) The ability of the personal care aide to communicate with the Client or with a caregiver acting on the Client's behalf;
- c) Promptly provide a replacement when the assigned personal care aide:
 - i) Is unavailable;
 - ii) Does not work effectively with the Client or care givers or provides personal care services inappropriately or unsafely; or
 - iii) Is not performing to the satisfaction of the Client.
- d) Promptly notify the Department when the Provider is unable to maintain coverage including cases requiring service at night, weekends and holidays, or when there are questions regarding the adequacy of the authorized personal care services.
- e) Participate in, or arrange for, the orientation of persons providing personal care services to the employment policies and procedures of the Provider;
- f) Evaluate, at a minimum annually, the overall job performance of persons providing personal care services;
- g) Check time cards for required documentation and maintain scheduling records and any other records necessary to fulfill required administration activities.

20. Provider Records

- a The Provider shall maintain books, records, documents and acceptable accounting procedures and practices which adequately reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Provider shall collect and maintain program and statistical records as prescribed by and on forms furnished by the Department and authorized by the State Department of Health.
- b The Provider shall retain all books, records, and other documents relevant to this Agreement for six (6) full years after final payment. Federal and/or state auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said six (6) year period.
- c The Department and the Provider shall observe and require the observance of applicable federal and state requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or disclose information, except for examination of records by the Department and/or the state Department of Health as may be necessary to assure that the purpose of the Agreement will be effectuated. The Department also agrees that the physician's orders, the nursing and the social assessments will be maintained within their records provided that the Department furnishes copies of such written documentation and information, including copies of the physician's orders and nursing assessment, and access to its staff, as may be required by the State Department of Health or by the licensed Provider, to assure compliance with applicable statutes, rules and regulations.

21. Cooperative Agreements

The Provider warrants that it has notified or shall notify, the Department and/or the State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreements, contracts for services, or any other type of formal or informal arrangement whereby the costs and/or the amounts received in reimbursement for services rendered to recipients are shared among or transferred between the Provider and any other entity(ies). If the Provider makes any disbursement directly or indirectly to any entity receiving reimbursement from any governmental agency, the Department and/or the State Department of Health shall also be notified.

22. Rates of Payment

The Provider shall be reimbursed through eMedNY and at the rates set forth by the State Department of Health and approved by the State Division of the Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment and no additional reimbursement to the Provider shall be made for any subsidiary or other services supplementary or in addition to the terms herein set forth.

23. Local Variations

Local variations, if any, shall be set forth in Appendix B, appended hereto and shall be effective only if the terms and form of such variations do not conflict with the contents of this Agreement. The words and meaning of the terms in the main body shall be controlling to the exclusion of the local variations unless a separate executed Agreement

between the State Department of Health and the Department deliberately changes said effect and a copy of said Agreement is appended hereto.

24. Civil Rights Requirements

The Provider shall comply with the requirements of the United States Civil Rights Act of 1964 as amended and Executive Order No. 11246 entitled "Equal Employment Opportunities" and the regulations issued pursuant thereto as shall be deemed to exist or to bind any of the parties hereto.

25. Non-Discrimination Requirements

The Provider shall observe and comply with the federal regulations contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap; Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

26. Entire Agreement

This Agreement and all attached appendixes and addendums contain all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any other parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In Witness Whereof, the parties hereunto have signed and executed this Agreement on the date(s) indicated opposite their respective Signature.

Date: _____

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

Approved as to Form _____
Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____
Colleen Fahy-Box, Interim Commissioner

Date: _____

Agency: _____

Authorized Signature: _____

Print Authorized Name: _____

Title: _____

eMedNY ID # _____

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 fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued pursuant thereto and will furnish all information and reports required

by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

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

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

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

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

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

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder,

and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

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

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

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

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Provider 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 of, 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. Providers will be expected to make best efforts in this area.
- c. The Provider 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 Provider.

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 Provider 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 registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The

Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Provider shall be responsible for the provision of necessary equipment and services for Provider'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 Provider 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 Provider 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 Provider agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Provider 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 Provider 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 Provider 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 Provider, 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 Provider, or other matters of a similarly serious

nature.

- d. In providing these services, the Provider 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 or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capitol, Albany, New York 12224
 - The Provider 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 thereunder. 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 Provider 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 Provider to enter into the subcontract. All AGREEMENTS between the Provider and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions 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 Provider specifically agrees that the Provider 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 Provider.

- h. The Provider 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 Provider 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 any requisite licenses, approvals or certificates. In the event the Provider, 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, Provider will immediately notify the Department.
- i. This Agreement cannot be assigned by the Provider to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Provider agrees to provide the Department with 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 Provider intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider certifies that within the past three years the Provider has engaged in no actions that would establish a basis for a finding by the Department that the Provider is a non-responsible vendor or, if the Provider has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Agreement. The actions that would potentially establish a basis for a finding by Department that the Provider is a non-responsible vendor include:
 - The Provider has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Provider has had a claim, lien, fine, or penalty imposed or secured against the Provider by a governmental agency.
 - The Provider has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Provider.
 - The Provider has been issued a citation, notice, or violation order by a governmental agency finding the Provider to be in violation of any local, state, or federal laws.
 - The Provider has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Provider to be in violation of any local, state or federal laws is pending before a governmental agency.
 - The Provider has not paid all due and owed local, state and federal taxes to the proper authorities.
 - The Provider has engaged in any other actions of a similarly serious nature.

Where the Provider has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Provider agrees 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 Provider agrees to comply with any such additional conditions that have been made a part of this contract.

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

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

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

REPORTS AND DELIVERABLES

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

reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Provider 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 Provider 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 Provider, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Provider 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 Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Provider who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Provider whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Provider and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

The Provider and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

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

disclosure."

- d. All information contained in the Provider's, or its 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 Provider 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, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Provider 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 Provider 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 Provider 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 Provider 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 Provider agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Provider. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Provider, if the notice is delivered by hand. The Department agrees to pay the Provider for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Provider fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Provider 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 Provider, where the Provider 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 Provider's receipt therefore. Said notice shall specify the Provider's breach and shall demand that such breach be cured. Upon failure of the Provider 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 Provider, 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 Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

- 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 Provider, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Provider 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 Provider only for the expenditures made and obligations incurred by the Provider until such time as notice of termination is received either orally or in writing by the Provider from the Department.
- e. The Provider shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Provider 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 Provider at any time during the term of this Agreement, the Provider shall be required to immediately notify the Department so that the Department may assess whether the Provider continues to be a responsible vendor. Should the Provider fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Provider 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 Provider. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Provider's receipt therefore. Said notice shall specify the reason(s) that the Provider has been found to no longer be a responsible vendor.

Upon determination that the Provider is no longer a responsible vendor, the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the Provider of the determination that the Provider has ceased to be a responsible vendor and set forth the corrective action that will be required of the Provider to maintain the contract. Should the Provider 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 Provider, (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.

PROVIDER COMPLIANCE

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

The Department shall have the right to audit or review the Provider's performance and operations as related to this AGREEMENT. If the Department should determine that the Provider has abused or misused funds paid to the Provider, or if the Provider 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 Provider 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 Provider shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Provider 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 Provider 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 Provider 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 Provider. The Department will return all such books, records and documents to the Provider upon completion the official purposes for which they were taken.

The Provider agrees that all AGREEMENTS between the Provider 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, Providers may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Provider has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department;
- The Provider has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Provider 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 Provider;
- The Provider 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 Provider and funded under an agreement with the Department

Once the Provider 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 Provider 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 Provider will remain on fiscal sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Provider agree that Provider is an independent contractor, and its employees, officers and agents are not in any way deemed to be employees 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 Provider 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 Provider, its officers and/or employees or subcontractors. Furthermore, the Provider 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 Providers, 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 Provider 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 Provider further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Provider from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Provider fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage

RENEWAL NOTICE TO PROVIDERS

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

COMPLIANCE WITH LAW

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

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

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

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

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

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

PERFORMANCE OF SERVICES

- a. The provider represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Provider shall use its best efforts to perform the services such that the results are satisfactory to the County. The Provider shall be solely responsible for determining the method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- b. The Provider may, at the Provider's own expense, employ or engage the services of such employees, subcontractors and/or partners as the Provider deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The Provider 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. The provider shall expressly advise the Assistants of the terms of this Agreement.
- c. The Provider acknowledges and agrees that the Provider 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.

CHOICE OF LAW / VENUE

If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

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

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.

ENTIRE AGREEMENT

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

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

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

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**Oneida County Department of Social Services
Provider 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

APPENDIX C

AGREEMENT BETWEEN A LOCAL DEPARTMENT OF SOCIAL SERVICES AND
A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PURSUANT TO
TITLE 11
OF ARTICLE 5 OF THE NEW YORK STATE SOCIAL SERVICES LAW)
(FOR TITLE XIX SERVICES ONLY)

Between:

Oneida County Department of Social Services
(Social Services District)

and:

Personal Care Service Provider
(Provider)

This Agreement is between Oneida County (hereinafter referred to as the "County"), a municipal corporation organized and existing under the laws of the State of New York having its principal office at 800 Park Avenue, Utica, New York 13501, through its Department of Social Services (hereinafter referred to as the "Department") and Personal Care Service Provider (hereinafter referred to as the "Provider"), a (type of business entity) having its principal office at

Nursing Supervision

WHEREAS, an agreement has been or is simultaneously being executed between Oneida County (hereinafter referred to as the "County"), a municipal corporation organized and existing under the laws of the State of New York having its principal office at 800 Park Avenue, Utica, New York 13501, through its Department of Social Services (hereinafter referred to as the "Department") and Personal Care Service Provider (hereinafter referred to as the "Provider"), a (type of business entity) having its principal office at _____ for the provision of home health care and personal care services; and,

WHEREAS, nursing supervision for personal care may be provided by a registered nurse who is an employee of a voluntary or proprietary agency pursuant to 18 NYCRR, and

WHEREAS, the Provider(s) herein represent(s) that it will provide said nursing supervision services as authorized pursuant to applicable state law and which are eligible for reimbursement thereto;

NOW, THEREFORE, the parties signing and executing this Addendum do, in consideration of the above, covenant and agree as follows:

- A. All the terms and conditions contained in the Agreement to which this Addendum is appended shall continue in effect and the terms and conditions in this Addendum are to be supplementary and subordinate therein.
- B. The Provider agrees to provide nursing supervision for personal care as defined in New York State Department of Health if requested by the Department, the Provider agrees to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of New York State Social Services Law if requested to provide said services by the Department subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the Agreement to which this Addendum is appended.
- C. All the terms and conditions contained in the Agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate thereto.
- D. The Provider agrees to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services law, if requested to provide

said services by the Department subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the Agreement to which this Addendum is appended.

- E. The Provider agrees that all nursing supervision services performed under its direction shall be performed by a registered nurse who possesses the qualifications required by New York State Department of Health and/or any other state or federal law and/or regulations; all persons rendering such nursing supervision services shall be employees of the Provider in accordance with the New York State Department of Health requirements.
- F. The Department shall reimburse the Provider at the rate(s) set forth by the New York State Department of Health and approved by the state Division of Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment, and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on the rate page appended hereto shall be made a part hereof and shall be incorporated herein.
- G. This Addendum shall be valid and binding for the time period set forth in the Agreement to which this Addendum is appended unless a shorter period of effectiveness is set forth below:

From (date):

To:

IN WITNESS WHEREOF, the parties hereunto have signed and executed this Addendum on the date(s) indicated opposite their respective signatures. This Addendum shall be valid and binding for the time period set forth in the Agreement to which the Addendum is appended.

DATE: _____

For the Oneida County

Department of Social Services: _____

Colleen Fahy-Box, Interim Commissioner

DATE: _____

For: _____

(Provider)

Authorized Signature: _____

Print name and Title: _____

ADDENDUM -- STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Provider 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 Provider 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 Provider and any subcontractor. Upon awarding of this Contract, and before work commences, the Provider 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 Provider and any subcontractor in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Provider certifies that:

- i. No federally appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Provider shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Provider shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Provider certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

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

i. The Provider 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 Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Provider's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

- i. As a condition of the contract, the Provider certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Provider 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 Provider, 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 Provider and the County. In order to assure such privacy and security, the Provider agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Provider, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Provider to use or further disclose the protected health information that the Provider handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Provider may use and disclose protected health information for the Provider's own proper management and administration; and
 - ii. The Provider may provide data aggregation services relating to the health care operations of the County.
- c. The Provider shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Provider becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Provider provides protected health information received from, or created or received by the Provider on behalf of the County, agrees to the same restrictions and conditions that apply to the Provider with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Provider on behalf of the County available to the Secretary of Health and Human Services for

purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Provider on behalf of the County that the Provider still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Provider agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Provider 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 Provider or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Provider may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKERS' COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Provider 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 Provider 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 Provider agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Provider 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 Provider is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Provider's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Provider 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 Provider 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 Provider certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Provider further affirms that, at the time the Provider submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Provider's behalf.

10. RECORDS.

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

exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Provider 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 Provider 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 Provider shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Provider 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 Provider 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 Provider agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Provider or expenditures made by the Provider for which reimbursement is requested to be made or has been made to the Provider by the County. The Provider shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Provider 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 Provider shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Provider, or any person signing on behalf of any bidder or Provider, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or

Provider and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Interim Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

April 19, 2018

FN 20 18161

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 submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Private Duty Nursing Services is a vital service to deter placement of eligible Medicaid clients in nursing home care. These services are cost effective as they allow individuals to remain at home, reducing the need for higher levels of care.

I am respectfully requesting that this sample contract for Private Duty Nursing Services be approved for all five (5) Agencies under one resolution, however if there are concerns with any individual provider, that provider may be omitted and processed separately.

The following is a list of the five (5) Private Duty Nursing Providers:

- Family Home Care, Inc., 519 N. Madison Street, Rome, New York 13440
- Homemakers of the Mohawk Valley Inc., dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York 13413
- Interim Health Care of Syracuse, Inc., 3300 James Street, Syracuse, New York 13206
- Oxford Home Care Services, Inc., 131 Oxford Road, New Hartford, New York 13413
- US Care Systems, Inc., 2614 Genesee Street, Utica, New York 13502

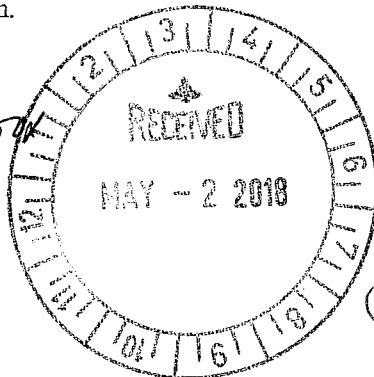
The term of these agreements runs from June 1, 2018 through May 31, 2021. Private Duty Nursing Services are paid directly by New York State and the cost of this service to the Department is included in the Medicaid Cap. The total cost to the state for these five providers in 2017 was \$593,371.00. This Agreement is a fee for service and costs can vary, however, based on the amount paid for the service in 2017, it is estimated the cost of this contract will be approximately \$1,780,113.00 with a local share of 10 % or \$178,011.13 for the three (3) year term.

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

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

CFB/vlc
attachment



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

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

Date 5-2-18

4/4/18
XXXXX

Oneida Co. Department Social Services

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

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Five (5) Various Private Duty Nursing Providers

- Family Home Care, Inc., 519 N. Madison Street, Rome, New York 13440
- Homemakers of the Mohawk Valley, Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York 13413
- Interim Health Care of Syracuse, Inc., 3300 James Street, Syracuse, New York 13206
- Oxford Home Care Services, Inc., 131 Oxford Road, New Hartford, New York 13413
- US Care Systems, Inc., 2614 Genesee Street, Utica, New York 13502

Title of Activity or Services: Private Duty Nursing

Proposed Dates of Operations: June 1, 2018 through May 31, 2021

Client Population/Number to be Served: Physically or Mentally Disabled Medicaid Recipients.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Private Duty Nursing Services are prior approved by Oneida County Office for the Aging/Continuing Care.

2). Program/Service Objectives and Outcomes -

To provide Private Duty Nursing Services to eligible Medicaid recipients to enable them to remain at home or delay or prevent entrance to a higher level of care.

3). Program Design and Staffing Level -

Total Funding Requested: Rates are approved by New York State and vary according to levels of care

Mandated or Non-mandated: Mandated Service

Oneida County Dept. Funding Recommendation: Account #:A6102.495

Proposed Funding Source (Federal \$ /State \$ / County \$): cost in 2017

Federal	62 % - \$367,890.02
State	28 % - \$166,143.88
County	10 % - \$59,337.10

Cost Per Client Served: Rates are approved by New York State and vary according to levels of care:

Past performance Served: Private Duty Nursing Services are paid directly by New York State through eMedNY, the cost of this service to the Department is included in the County's Medicaid Cap. The total cost to the state for these five providers in 2017 was \$593,371.00. Based on past year's use, it is estimated the cost of this agreement for the three year term will be approximately \$1,780,113.00 with a local share of 10% or \$178,011.13.

O.C. Department Staff Comments: The Department has contracts with a number of Health Care Agencies to ensure the availability of services when needed and is satisfied with the service of these providers.

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business at 800 Park Avenue, Utica New York, 13501, through its Department of Social Services (hereinafter individually called the "Department," the Department and Oneida County shall be collectively called the "County"), and _____, a _____ with its principal place of business at _____ (hereinafter called the "Provider").

WHEREAS, the Department is authorized pursuant to Section 365(a) (2) (d) of the New York Social Services Law and New York State Regulations of the Department of Social Services 18NYCRR 505.8 and/or other New York State regulations to provide Private Duty Nursing Services to persons eligible to receive paid services; and

WHEREAS, the Department is desirous of obtaining Private Duty Nursing Services to be rendered to recipients of medical assistance for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable state law; and

WHEREAS, the Provider herein represents that it will provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable state law, and which are eligible for reimbursement thereto,

NOW THEREFORE, the parties signing and executing this Agreement do, in consideration of the above, covenant and agree as follows:

1. The relationship of the Provider to the Department shall be that of an Independent Contractor. The Provider, in accordance with its status as an Independent Contractor, covenants and agrees that its employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be an officer or employee of the County by reason thereof, and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County or New York State, including, but not limited to Workers' Compensation coverage, or retirement membership or credits.

2. Upon the request of the Department, the Provider shall provide Private Duty Nursing Services to recipients of medical assistance (Medicaid) as defined in Title II of Article 5 of the New York State Social Services Law and/or Title XIX of the Federal Social Security Act. Such services provided by the Provider shall be pursuant to the order(s) and/or prescription(s) of a physician, in accordance with a plan of treatment, subject to the conditions provided for in Title 18 of the New York Code of Rules and Regulations. Such nursing services provided under the scope of this Agreement, however, shall be limited to sterile dressing changes, subcutaneous and/or intramuscular injections,

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and all other related nursing tasks associated with the administration of sterile dressing changes and subcutaneous and/or intramuscular injections.

3. The Private Duty Nursing Services will be rendered as authorized by the Department, at the locations specified by the Department, during the term of this Agreement, and shall be provided for particular recipients only as long as authorized, pursuant to the Department's direction as to frequency, type, and amount of services.

4. The Department shall not be obligated to utilize the services of the Provider, and the Department or the New York State Department of Health shall, in its discretion, be authorized to terminate the Provider's services to any or all recipient(s) to whom the Provider is providing services to under the terms of this Agreement upon notification to the Provider, its agent(s) or employee(s). The parties hereto agree that the cessation of the Provider's services to a particular recipient shall not render this entire Agreement void or voidable and the Provider shall continue to provide services to any other recipients under the terms of this Agreement that the Department or New York State have not terminated. In the event of a termination, the Provider shall promptly transfer any and all records pertaining to this Agreement to the Department or to any subsequent provider designated by the Department.

5. This Agreement Term shall commence on June 1, 2018 and terminate on May 31, 2021. The option to renew this Agreement is at the sole discretion of the County and notice to the Provider shall be provided prior to the end of the term of this Agreement.

6. The Department shall reimburse the Provider at the rates established annually by the State Department of Health and as set forth within the attached Appendix B. However, if the rates to be paid by the Department are decreased at the unilateral direction of the state and/or federal supervising authority, and the Provider is so notified, any services rendered by the Provider, its agent(s) or employees shall be reimbursed at a decreased rate, unless a higher rate is specifically approved for the Provider by the Department and the supervising authority. The Provider shall not be required without their consent to provide services after notification of a decreased rate, but any services provided after notification of a decreased rate shall be deemed to have been rendered upon consent.

7. The Provider agrees that its employees or agents rendering Private Duty Nursing Services shall be subject to the supervision of the Department and/or the New York State Department of Health and/or any nurse or agency(ies) designated by the Department to provide supervision of the Private Duty Nursing Services being rendered to the authorized Medicaid recipient in accordance with state-established policies and standards. It is understood and agreed that the Department and/or the New York State Department of Health retains the right to maintain a continued case management for any recipients of Medicaid and that all the activities of the Provider in the performance of the scope of services set forth herein shall be subject to the monitoring of the Department and New York State Department of Health.

8. The Provider agrees that all employees rendering Private Duty Nursing Services or other services to medical assistance recipients shall have current valid nursing licenses and/or registrations throughout the term of this Agreement.

9. The Provider shall cooperate and participate as directed by the Department or the New York State Department of Health, in any endeavors regarding incidents related to this Agreement by the rendering of Private Duty Nursing Services herein including, but not limited to, testimony at fair hearings for recipient grievances and notices thereof to recipients, reports, survey studies, audits, court or judicial proceedings, and any other matters relating to the furnishing of Private Duty Nursing Services by the Provider.

10. The Provider shall make all necessary and/or required employer payroll reports, deductions, tax, insurance or other payments, including, but not limited to, providing for workers' compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes, and shall comply with any other legal or customary requirements. The Providers shall conduct their affairs in a manner such that the Department and/or the New York State Department of Health shall not be held liable and shall be held harmless for any actions or omissions of the Provider, its employees, agents, or other representatives.

11. (a) The Provider shall obtain and maintain in full force and effect liability or other insurance, including, but not limited to, Professional Liability Insurance. Such coverage may be an endorsement to an existing policy of the Provider. Regardless of form or manner of coverage, the Provider shall provide the Department with a written acknowledgement of coverage, the terms and conditions thereof, and commitment by its insurer to notify the Department at least ten (10) days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions). The Provider's minimum coverage shall be \$1,000,000 Professional Liability per occurrence with \$3,000,000 annual aggregate. The Provider shall provide or cause to be provided to the Department and/or Oneida County a certificate from its insurance company, or companies, showing coverage as herein required.

(b) The Provider shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.

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

ii. Oneida County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insured(s) shall apply as primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured(s).

2. Workers' Compensation and Employer's Liability

i. Statutory limits apply.

3. Automobile Liability

i. Business Auto Liability with limits of at least \$1,000,000 each accident.

ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

4. Commercial Umbrella

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

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

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

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

(d) Certificates of Insurance: Prior to the start of any work, the Provider shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Provider's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

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

12. The Provider shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department as well as by federal personnel when federal funds are being utilized in making payments to the Provider. The Provider shall collect statistical data of a fiscal nature on a regular basis and make fiscal statistical reports at times prescribed by and on forms furnished by the Department and duly authorized by the State Department of Health.

13. The Provider shall maintain program and statistical records and shall produce program narrative and statistical data at times as prescribed by and on forms furnished by the Department as duly authorized by the State Department of Health.

14. The Provider shall retain all books, records, and other documents relevant to this Agreement for six (6) full years after final payment. Federal and/or state auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

15. The Department and the Provider shall observe and require the observance of applicable federal and state requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or to disclose information, except to the extent that examination of records by the Department and/or the New York State Department of Health may be necessary to assure that the purpose of this Agreement will be effectuated, and to otherwise comply with the Department's requirements and obligations under law.

16. The Provider warrants that it either has notified or shall notify the Department and/or the New York State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreement contracts for services, or any other type of formal or informal arrangements whereby the costs and/or the amounts received in reimbursements of services rendered to recipients are shared among or transferred between the Provider and any other entity(ies). If the Provider makes any disbursement directly or indirectly to any entity receiving reimbursement from any government agency, the Department and/or the New York State Department of Health shall so be notified. It is understood by the parties to this Agreement that the purpose of this clause is the discovery of any plan to regulate the provision and cost of services in circumvention of the rate-setting and reimbursement procedures of New York State and/or other government agencies.

17. (a). The terms set forth in Appendix A (revision of 1982), Appendix B, Appendix C and Addendum attached hereto shall be made a part hereof, and shall be incorporated herein.

(b). The Provider shall comply with the requirements of the United States Civil Rights Act of 1964, as amended and Executive Order No. 11246 entitled Equal Employment Opportunities and the requisition issued pursuant thereto as contained in 41 CFR Part 60 and/or any other federal or state regulation or laws.

(c). The Provider shall observe and comply with the Federal regulation contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap: Programs and Activities Receiving or Benefiting from Federal Financial from Federal Financial Assistance."

18. The terms of reimbursement for medical assistance services (pursuant to Title XIX of the Federal Social Security Act) shall be effective only if said rates are approved by the New York State Budget Director. The terms of reimbursement shall be as follows:

Check Box A and/or Box B.

A. (1) \$_____ per hour day other_____ per recipient for which services is rendered and/or

(2) Other:

B. As set forth in Appendix B

Unless otherwise stated, the amount of reimbursement set forth shall be the total gross amount of payment before any set-offs, and no additional reimbursement to the Provider shall be made for any subsidiary, or other service supplementary, or in addition to, the terms herein set forth.

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19. The parties agree to renegotiate this Agreement in the event that the Department of Health and Human Services issue new or revised requirements as a condition for receiving continued federal or state reimbursement.

20. This Agreement may be amended whenever determined necessary by the Department and Provider. All amendments shall be in writing, duly signed by both parties, and be annexed to this Agreement.

21. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have signed and executed this Agreement on the date(s) indicated opposite their respective signatures.

Date: _____

Oneida County: _____

Anthony J. Picente Jr., County Executive

Approved: _____

Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Colleen Fahy-Box, Interim Commissioner

Date: _____

Agency: _____

Authorized Signature: _____

Print Authorized Name: _____

Title: _____

Provider Number: _____

Private Duty Nursing Provider
Private Duty Nursing

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June 1, 2018 through May 31, 2021

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 be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
- (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.
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued pursuant thereto and will furnish all information and reports required

by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

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

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

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

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

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

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder,

and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

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

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

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

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

APPENDIX B
RATES

LPN	-	Set by NYS Department of Health
LPN Premium	-	Set by NYS Department of Health
RN	-	Set by NYS Department of Health
RN Premium	-	Set by NYS Department of Health

**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: _____

APPENDIX C
STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL
SERVICES CONTRACTS

For the purpose of this appendix only, _____ THE AGENCY _____,
referred to elsewhere as the "Provider," shall be referred to as the "Contractor."

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 of, 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 registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein; or in the case of facsimile transmission or email, upon receipt.

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

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including, where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three 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 or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capitol, Albany, New York 12224
 - The Contractor shall provide to 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 thereunder. 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 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 any 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 with 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 AGREEMENT, 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 AGREEMENT, 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 AGREEMENT, 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
- 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, from, 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 OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and 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 Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial 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 an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and 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, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded.

- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department, at no additional cost, a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

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

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt

returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor.
- d. Should the Department determine that federal, state or county funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor, the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of

notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

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

- Recovery of any funds expended in violation of 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;
- A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department;
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, county, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with state, federal, or county statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department.

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

PERFORMANCE OF SERVICES

- a. The Contractor represents that the Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to

properly perform the services. The Contractor shall use the Contractor's best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method, details and means of performing the services, except where federal, State or local laws and regulations impose specific requirements on performance of the same.

- b. The Contractor may, at the 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 deemed employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable federal, State or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- c. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
- d. The Contractor shall inform the County within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The Contractor maintains the right to do so at any time, and the County maintains the right to contract with other individuals or entities to perform the same services.

INDEPENDENT CONTRACTOR

- a. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they shall not hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

- b. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Contractor's Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. The Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
- e. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to 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 or its Assistants' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

CHOICE OF LAW / VENUE

- a. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this AGREEMENT, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.
- b. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of New York.

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.

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

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

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

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

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

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

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

ADDENDUM -- STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Interim Commissioner



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

April 4, 2018

FN 20 18-162

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

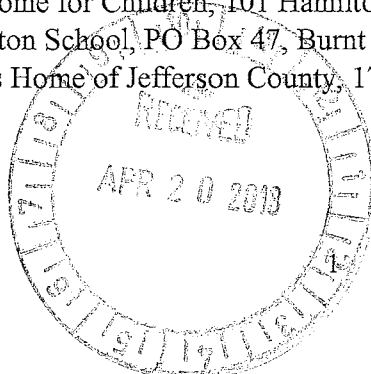
Dear Mr. Picente:

I am submitting the following sample of a Purchase of Service Agreement to be used between Oneida County Department of Social Services and thirty-eight (38) Institutional Foster Care Agencies for your review and approval.

I am respectfully requesting that this Purchase of Service Agreement be approved as a template for the thirty-eight (38) Institutional Foster Care Agencies that Oneida County contracts with. Additionally, I am asking that all thirty-eight (38) agreements be approved under one resolution, however, if there are concerns with any individual institution, that institution may be omitted and processed separately.

The following is a list of the thirty-eight (38) Institutional Foster Care Agencies:

- Baker Hall a/k/a Baker Victory Services, 790 Ridge Road, Lackawanna, New York 14218
- Berkshire Farm Center and Services For Youth, 13640 Route 22, Canaan, New York 12029
- Buffalo Urban League, Inc., 15 East Genesee Street, Buffalo, New York 14203
- Catholic Charities of the Diocese of Rochester dba Catholic Charities of Chemung & Schuyler Counties, 215 East Church Street, Elmira, New York 14901
- Catholic Charities of the Diocese of Rochester dba Catholic Families Center, 87 N. Clinton Avenue, Rochester, New York, 14604
- Cayuga Home for Children, 101 Hamilton Ave, Auburn, New York 13021
- The Charlton School, PO Box 47, Burnt Hills, New York 12027
- Children's Home of Jefferson County, 1704 State Street, Watertown, New York 13601



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

Anthony J. Picente, Jr.
County Executive

Date 4-18-18

- The Children's Home of Kingston, New York, 26 Grove Street, Kingston, New York 12401
- Children's Home of Wyoming Conference, 1182 Chenango Street, Binghamton, New York 13901
- The Roman Catholic Diocese of Albany, New York a/k/a Community Maternity Services, 27 North Main Street, Albany, New York 12203
- The Devereux Foundation, 2012 Renaissance Boulevard, King of Prussia, Pennsylvania, 19406
- Elmcrest Children's Center, Inc., 960 Salt Springs Road, Syracuse, New York 13224
- Equinox, Inc., 500 Central Avenue, Albany, New York 12206
- Foundations Behavioral Health, 833 East Butler Ave., Doylestown, Pennsylvania, 18901
- Family Focus, 54-40 Littleneck Parkway, Littleneck, New York 11362
- Gateway-Longview Inc., 10 Symphony Circle, Buffalo, New York 14201
- Glove House Inc., 220 Franklin St., Elmira, New York 14904
- Hillside Children's Center, 1183 Monroe Avenue, Rochester, New York 14620
- Hillcrest Educational Foundation, Inc., 788 South Street, Pittsfield, Massachusetts, 01201
- Jewish Child Care Association of New York, 858 East 29th Street, Brooklyn, New York 11210
- Kidspace Services Inc., 1650 Broadway, Bethlehem, PA 18078
- Kidspace Services Inc., 5300 Kidspace Drive, Orefield, PA 18069
- La Salle School, 391 Western Avenue, Albany, New York 12203
- Lincoln Hall, P.O. Box 600, RT # 202, Lincolndale, New York 10540
- Mountain Lake Children's Residence, Inc., 386 River Road, Lake Placid, New York 12946
- Northern Rivers Family Services dba Northeast Parent & Child Society, Inc., 530 Franklin Street, Schenectady, New York 12305
- Northern Rivers Family Services dba Parsons Child and Family Center, 60 Academy Road, Albany, New York 12208
- Snell Farm Children's Center, 7320 Snell Hill Road, Bath, New York 14810
- St. Catherine's Center for Children, 40 North Main Avenue, Albany, New York 12203
- Saint Anne Institute, 160 North Main Avenue, Albany, New York 12203
- St. Colman's Home, 11 Haswell Road, Watervliet, New York 12189
- Villa of Hope, 3300 Dewey Avenue, Rochester, New York 14616
- Astor Services for Children & Families a/k/a Astor Home for Children, 6339 Mill Street, P.O. Box 5005 Rhinebeck, New York 12572
- The William George Agency For Children's Services, Inc., 380 Freeville Road, Freeville, New York 13068
- Toomey Residential & Community Services Corp., 1654 West Onondaga Street, Syracuse, New York 13204
- Vanderheyden Hall, Inc., P.O. Box 219, Wynantskill, New York 12198

- You Gotta Believe! The Older Child Adoption & Permanency Movement a/k/a You Gotta Believe, 3114 Mermaid Avenue, Brooklyn, New York 11224

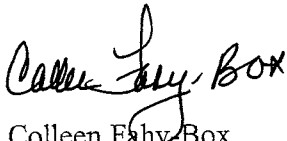
The thirty-eight (38) Institutional Foster Care Agencies provide placement services for children and offer various levels of care. These Agencies offer many different services, with each having specialized areas of expertise.

The Agencies provide specialized Institutional Foster Care for those children who are unable to remain at home with their biological parents due to a variety of issues including abuse and neglect, behavioral issues at home or in the community, voluntary transfers of custody to Oneida County Department of Social Services, and children who have been determined by Family Court to be delinquent or persons in need of supervision.

The New York State Office of Children and Family Services assign the rates for the Agencies. The term of these Agreements is July 1, 2018 – June 30, 2021. The total cost in 2017 was \$7,153,016.55, with a local share of 30 %, or \$ 2,145,904.97. The anticipated cost for three years is \$21,459,049.65, with a local cost of \$6,437,714.90.

If this Agreement meets with your approval please forward to the Board of Legislators for further action. Thank you for your consideration.

Sincerely,



Colleen Fahy-Box
Interim Commissioner

CFB/vlc
Attachment

4/4/18

Oneida Co. Department Social Services

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

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Various Foster Care Institutions
(See Attached Summary for listing of all thirty-eight
Institutions.)

Title of Activity or Services: Institutional Foster Care for Children

Proposed Dates of Operations: July 1, 2018 through June 30, 2021

Client Population/Number to be Served: Children in need of institutional foster care up to age 18, or
in some cases 21.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

This service provides institutional foster care for those children under the age 18, or in some cases 21, who have been adjudicated as a Person In Need of Supervision (PINS) or Juvenile Delinquent (JD), those whose parents or legal guardians have voluntarily transferred custody to Oneida County Department of Social Services Child Protective Services, and those children whose custody has been involuntary committed by the court to an authorized agency or a foster parent in accordance with Article 10 section 384-b of the Social Services Law or article 6 of the Family Court Act.

2). Program/Service Objectives and Outcomes -

Placement services, including Family Foster Care and/or Institutional levels of care, are provided for children who are unable to remain at home with their biological parents due to behavior issues in the home or community, voluntary transfer of custody to Oneida County Department of Social Services or those children who have been determined by Family Court to be JD or PINS.

3). Program Design and Staffing Level - N/A

Total Funding Requested:

Rates are determined by New York State Office of Children and Family Services.
The daily rates approved for each Institution can be found in the attached summary.

Oneida County Dept. Funding Recommendation: Account #:A6119.495

Mandated or Non-Mandated: Mandated Service

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

Federal	36.5 % =	\$7,832,553.12
State	33.5 % =	\$7,188,781.63
County	30.0 % =	\$6,437,714.90

Cost Per Client Served: The attached Summary List has statistics for all thirty-eight (38) Institutional Foster Care Agencies being approved. The Department paid a total of \$7,153,016.55 for all Institutions in 2017. The anticipated cost for three years is \$21,459,049.65.

Past performance Served:

O.C. Department Staff Comments: The Department is satisfied with the performance of all institutions and the Department contracts with a number of Institutions to ensure the availability of services when needed.

The Institutions offer many varied services, and each Institution has specific areas of specialization (see attached summary under specialized services).

INSTITUTIONS

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES	DAILY RATES	AMOUNT PAID IN 2017
90101	Baker Hall, aka Baker Victory Services	780 Ridger Road Lackawanna, New York 14216	DSS residential services ONR residential services ONRDD services Group Home	FBH \$30.67 GH \$294.75	\$502.33 \$376.17
90201	Berkshire Farm Center and Services For Youth	13640 Route 22 Canaan, New York 12029	developmentally disabled sex offender program aggression replacement tx Supervision of adoptive placement special needs adoption services	FBH \$35.95 FBH-T \$30.81 GH \$299.52 FBH \$ 39.10	\$366.63 \$248.42
97601	Buffalo Urban League, Inc.	15 East Genesee Street Buffalo, New York 14203	Supervised Independent Living Program	FBH \$ 35.99 FBH-T \$ 72.62	
95701	Catholic Charities of the Diocese of Rochester dba Catholic Charities of Chemung & Schuyler Counties	215 East Church Street Elmira, New York 14901	emotionally disturbed	FBH \$49.57	12,856.59
95702	Catholic Families Center	87 N. Clinton Avenue Rochester, New York 14604	addiction services developmentally disabled counseling		
90401	Cayuga Home For Children	101 Hamilton Ave. Auburn, New York 13021	emotionally disturbed developmentally disabled independent living program deaf	GH \$ 383.98 I-HTP \$380.15 FBH-T \$83.39	\$818.86
90501	The Charlton School	P.O. Box 47 Burnt Hills, New York 12027	fire setters emotionally disturbed independent living	I \$288.60	
90601	Children's Home of Jefferson County	1704 State Street Watertown, New York 13601	diagnostic unit developmentally disabled multi-handicapped	I \$239.91 FBH \$32.08 FBH-T \$92.02	539,644.01
95501	The Children's Home of Kingston, New York	26 Grove Street Kingston, New York 12401	Mental Health Child Welfare Youth Development	GH \$ 273.95 I-HTP \$333.19	
90701	Children's Home of Wyoming Conference	Binghamton, New York 13901	fire setters diagnostic services	FBH \$33.95 FBH-T \$58.62 GH-Boys \$280.76 I-E \$348.43 GH - Axdasley \$280.80	200,921.43
90801	The Roman Catholic Diocese of Albany, New York aka Community Maternity Services	27 North Main Street Albany, New York 12203	maternity shelter foster care independent living	FBH \$67.90 GR- MIC \$ 315.00 ABHE \$413.22	281,845.59
91101	The Devereux Foundation	P.O. Box 490A Villanova, PA 19385	emotionally disturbed-severe / multi-handicapped such as: mild retardation, speech, intellectual, etc.	HTP \$342.76	281,771.32
91301	Elmcrest Children's Center, Inc.	960 Salt Springs Road Syracuse, New York 13224	diagnostic unit multi-handicapped sex offenders program	ABH \$249.59 I-E \$278.35 I \$291.40 GR \$84.34	1,184,799.30
91401	Equinox, Inc.	95 Central Avenue Albany, New York 12206	drug / alcohol issues fire setters independent living program		
97702	Family Focus	3114 Mermaid Avenue Brooklyn, New York 11224	Supervision of adoptive placement special needs adoption services	FBH \$ 52.13	
91701	Gateway - Longview Inc.	10 Symphony Circle Buffalo, New York 14201	drug/alcohol program multi-handicapped respite foster care independent living	I-HTP \$461.16 FBH \$37.74 FBH-T \$60.34	\$270.08 \$60.34
91601	Glove House	220 Franklin St Elmira, New York 14904	Detention service Therapeutic Foster Home developmentally disabled	GH \$248.35 FBH \$33.64 FBH-T \$82.17	

INSTITUTIONS

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES	DAILY RATES	AMOUNT PAID IN 2017
96201	Hillcrest Educational Foundation	788 South Street Pittsfield, Mass.	residential programs disorders Autism		355,615.33
91901	Hillside Children's Center	1183 Monroe Avenue Rochester, New York 14620	High risk Behaviors diagnostic unit sex offender program residential tx facility non secure detention	FBH \$38.96 FBH-T \$76.90 I \$42.45 I-HTTP Finger \$405.38 I-HTTP Horton \$328.61 I-HTTP Varick \$669.20 I-HTTP Systems \$ 552.76 I-HTTP critical \$372.86	1,174,411.21

INSTITUTIONS

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES	DAILY RATES	AMOUNT PAID IN 2017	
96601	Jewish Child Care Association of New York	120 Wall Street, 12th Floor New York, New York 10005	mental health child welfare youth development fire setters sex offender program drug/alcohol program	I - Edenwald \$369.12 I - Pleasantville \$443.41 I-HTP \$481.95 FBH-T \$64.39 FBH \$36.26	GH \$ 268.64 FBH \$39.81 FBH-T \$91.11	60,100.92
92201	Kidpeace Services Inc.	1650 Broadway Bethlehem, PA, 18015	fire setters sex offender program drug/alcohol program	FBH-T \$64.39 FBH \$36.26		
92202	Kidpeace Services Inc.	5300 Kidpeace Drive Orefield, PA, 18069	fire setters sex offender program drug/alcohol program	FBH-T \$64.39 FBH \$36.26		
92501	La Salle School	391 Western Avenue Albany, New York 12203	sex offender program drug/alcohol program	I \$ 252.12 I-HTP \$ 300.97		262,518.70
92701	Lincoln Hall	P.O. Box 600 RT # 202 Lincoldale, New York 10540	emotionally disturbed drug/alcohol program	I \$401.01		
94801	Mountain Lake Children's Residences, Inc.	386 River Road Lake Placid, New York 12946	drug/alcohol program fire setters	I \$250.50 I-HTP \$439.13		
92801	Northern Rivers Family Services dba Northeast Parent & Child Society Inc.	630 Franklin Street Schenectady, New York 12305	drug/alcohol program diagnostic unit emotionally disturbed	FBH-T \$63.41 GH \$271.37 I-HTP \$458.89	I-E \$384.13 I-HTP \$458.89	541,731.13
93101	Norther Rivers Family Services dba Parsons Child and Family Center	80 Academy Road Albany, New York 12208	fire setters emotionally disturbed residential treatment facility crisis residence	FBH \$46.51 GH \$295.00 GH-E \$ 372.25 GHS \$300.51	I \$ 251.91 LS \$ 265.46 FBH-T \$95.74 FBH-T MDTEC \$73.31	51,899.28
94601	Snell Farm Children's Center	7320 Shell Hill Road Bath, New York 14810	Anger Management Victim Therapy Sexual Education/Social Skills	I \$413.66		275,708.61
93501	St. Catherine's Center for Children	40 North Main Avenue Albany, New York 12203	diagnostic unit fire setters multi-handicapped group home	FBH \$42.10 GH \$272.72 GR-prog 2 \$327.37		82,068.28
93401	Saint Anne Institute	160 North Main Avenue Albany, New York 12203	drug/alcohol program emotionally disturbed	I \$ 212.48 I - HTP \$ 345.14		173,409.21
93601	St. Colman's Home	11 Haswell Road Watervliet, New York 12189	multi-handicapped autistic / deaf	ABH \$ 203.94 I \$170.98		
95401	Villa of Hope	3300 Dewey Avenue Rochester, New York 14616	Serious Mental Health Behavioral Issues Psychiatric Illness	I \$302.90 GH \$283.11 I-HTP \$397.79 HTP-I \$497.19 FBH-T \$ 71.75		38,969.77
93801	Astor Services for Children & Families	6339 Mill Street, P.O. Box 5005 Rhinebeck, New York 12572	fire setters			
94001	aka/Astor Home for Children The William George Agency For Children's Services, Inc.	380 Freeville Road Freeville, New York 13068	drug/alcohol program critical care unit	I \$206.47 I-HTP-S \$319.07 I-HTP-SO \$377.69	I-HTP-MRED \$340.56 I-HTP-Dual \$379.87 I-HTP-Inter. Ret \$365.73 I-HTP-Gifts \$ 343.17	1,132,552.81

INSTITUTIONS

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES	DAILY RATES	AMOUNT PAID IN 2017
94201	Toomey Residential and Community Services Corp.	1654 West Onondaga Street Syracuse, New York 13204	fire setters multi-handicapped ICF (OMH) Mother/baby	ABH \$254.07 FBH-T \$50.00 FBH \$38.44	201,766.70
94301	Vanderheyden Heil, Inc.	P.O. Box 219 Wynantskill, New York 12198	developmentally disabled sexual offenders program OMRDD programs	GH \$291.73 I \$294.01	81,332.45
95801	You Gotta Believe! The Older Child Adoption & Permanency Movement aka/ia You Gotta Believe	3114 Marmalade Avenue Brooklyn, New York 11224	fire setters independent living program Supervision of adoptive placement special needs adoption services	I-HTP \$254.09 FBH \$55.21	14,509.22
Total Paid 2017					7,153,016.55

Key for Daily Rates:

- ABH = Agency Boarding Home
- ABH-E = Agency Boarding Home Emergency
- FBH = Foster Boarding Home
- FBH-E = Foster Boarding Home Emergency
- FBH-S = Foster Boarding Home Special
- FBH-T = Foster Boarding Home Therapeutic
- GH = Group Home
- GH-E = Group Home Emergency
- GH-S = Group Home Special
- GR = Group Residence
- I = Institutional Rate
- I-E = Institutional Emergency
- I-FS = Institutional Family Support
- I-SI = Institutional Sexual Issues
- M = Maternity
- R = Residential
- MD-HTP = Multiple diagnosis

Hillcrest

96201	Hillcrest Educational Foundation	788 South Street, Pittsfield, Massachusetts	Residential programs for students with complex psychiatric, behavioral and/or developmental disorders, including autism, and a variety of high risk behaviors.
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**AGREEMENT
FOR PURCHASE OF FOSTER CARE FOR CHILDREN**

This AGREEMENT made this 1st day of July, 2018, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Department of Social Services, (hereinafter individually called the "Department," the Department and Oneida County shall be collectively called the "County") located at 800 Park Avenue, Utica, New York 13501, and [Institutional Foster Care Agency] (hereinafter called the "Agency"), located at _____ a foster care agency otherwise authorized by the New York State Office of Children and Family Services ("OCFS") to provide foster care services.

WHEREAS, the Commissioner of Social Services of the County of Oneida, (hereinafter called the "Commissioner"), is charged with the responsibility for the administration of all child welfare services in the County of Oneida pursuant to Section 395 et seq. of Social Services Law; and

WHEREAS, the Agency, under the terms of its corporate authority has the power to provide the services required to be performed pursuant to this Agreement, and

WHEREAS, the Department believes that the amount of funds to be paid to the Agency is reasonable and necessary to provide quality services;

NOW THEREFORE, in consideration of the mutual promises herein contained the Department and the Agency mutually agree as follows:

SECTION I- DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they have the following meaning unless otherwise clearly noted:

1. **ADULT PERMANENCY RESOURCE** means a caring committed adult who has been determined by the Department to be an appropriate and acceptable resource for a child and is committed to providing emotional support, advice and guidance to the child and to assisting the child as the child makes the transition from Foster Care to responsible adulthood.
2. **AGENCY BOARDING HOME**, as defined in 18 NYCRR 441.2(i) and as described in 18 NYCRR Part 447, means a family-type home for the care and maintenance of not more than six (6) children operated by an Authorized Agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that such a home may provide care for more than six brothers and sisters of the same family.
3. **AGENCY WITH DESIGNATED CASE PLANNING RESPONSIBILITY** is the Department or voluntary Authorized Agency of the assigned Case Planner.

4. **ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means a permanency planning goal to assist Foster Care youth 16 years of age or older in their transition to self-sufficiency by connecting the youth to an Adult Permanency Resource, equipping the youth with life skills and, upon discharge, connecting the youth with any needed community and/or specialized services.
5. **ASSIGNED ROLE** means the role in the Family Services Stage designated for each Caseworker in the stage. The Assigned Role determines worker responsibilities and contract obligations of the worker's department or agency. Assigned Roles are always initially designated by the Department and include: Case Manager, Case Planner, Caseworker, and Child Protective Services Monitor. After a role is assigned to an agency worker, it may be reassigned to another worker within that agency.
6. **ASSOCIATED CASEWORKER** is a Caseworker, other than the Case Planner for the family, who is responsible for assessment, service provision, and planning for one or more specific child(ren) placed with the worker's agency.
7. **AUTHORIZED AGENCY**, as defined in section 371(10)(a) and (b) of the Social Services Law, includes either a social services district, an Indian tribe that has entered into an agreement with OCFS to provide Foster Care, or a corporation organized under the laws of New York State and approved by OCFS to provide Foster Care.
8. **CASE CONSULTATION** means the steps taken to assist in the development of the Permanency Hearing Report and preparation for the permanency hearing in accordance with the standards set forth in 18 NYCRR 428.9(b) and (c).
9. **CASE INITIATION DATE (CID)** means the earliest of:
 - a. the initial date of application for Foster Care services, mandated or non-mandated preventive services for children;
 - b. the date that a report to the Statewide Central Register of Child Abuse and Maltreatment (SCR) is determined to be indicated;
 - c. the date of placement of a child in Foster Care pursuant to Article 3 or 7 of the Family Court Act or the date of removal of a child from his or her home which led to placement in Foster Care either pursuant to Article 10, 10-B or 10-C of the Family Court Act or section 383-c, 384 or 384-a of the Social Services Law or placement in the direct legal custody of a relative or other suitable person by the court pursuant to Article 10 of the Family Court Act; or
 - d. the date of a court-ordered preventive services or commitment of care, custody and/or guardianship of a child to the Department for placement with a voluntary Authorized Agency or Foster Parent.

10. **CASE MANAGEMENT** means those activities referenced in 18 NYCRR 428.2(b) related to overseeing all aspects of a case, including but not limited to: the making of timely and accurate eligibility determinations and service authorizations; following procedural safeguards regarding protection of the rights of the parents and child; providing care, maintenance and services appropriate to the child's needs; accepting voluntary placement agreements under appropriate circumstances; timely initiating all appropriate judicial proceedings; approving each Family assessment and Service Plan; and timely and accurate entry of all data required to be entered in the Welfare Management System (WMS), the Child Care Review Service (CCRS), CONNECTIONS and any other statewide automated child welfare information system designated by OCFS. Case Management is always the responsibility of the Department.
11. **CASE MANAGER** is an employee of the Department with responsibility to authorize the provisions of services; to approve client eligibility determinations according to 18 NYCRR 423.3(b), 430.9, 430.10 and 432.2; and to approve in writing or by electronic equivalent the Family Assessments and Service Plans, as defined in 18 NYCRR Part 428. The Case Manager is responsible for role assignment in the Family Services Stage.
12. **CASE PLANNING** means those activities referenced in 18 NYCRR 428.2(c) necessary for provision, arrangement, coordination and evaluation of the services specified in the child and family's service plan. In addition, Case Planning includes referring the child and his or her family to providers of services as needed, and delineating the roles of the various service providers. Case Planning responsibility also includes documenting client progress and adherence to the service plan by recording in the Uniform Case Record that such services are provided, as required by 18 NYCRR Part 428 and 18 NYCRR 430.9 through 430.12, and making casework contacts or arranging for casework contacts as required under 18 NYCRR 423.2(b)(3), 423.4(c)(1)(ii)(d)(2), 432.2 and 441.21.
13. **CASE PLANNER** is the Caseworker with the primary responsibility for providing, or coordinating and evaluating, the provision of services to the family. The Case Planner delineates the roles of the various service providers and requires collaboration among all the Caseworkers assigned to the Family Services Stage so that a single Family Assessment and Service Plan is developed. The Case Planner is responsible for the Family Assessment and Service Plan and its submission to the Case Manager for approval. There is a single Case Planner, who may be an employee either of the Department or the Agency, assigned per Family Services Stage. The Case Manager may be assigned as the Case Planner and perform the dual roles of Case Manager and Case Planner, except for approval of the Family Assessment and Service Plan which becomes the responsibility of the Case Manager's supervisor in this instance.

14. **CASEWORKER** is any additional Department or Agency staff other than Case Manager or Case Planner directly involved in a child welfare case who provides services to any family member, or assesses, evaluates, makes casework contacts, and/or arranges or coordinates one or more aspects of service delivery. The Caseworker contributes to the development of the Family Assessment and Service Plan as directed by the Case Planner. There may be multiple Caseworkers assigned to a Family Services Stage.
15. **CHILD PROTECTIVE SERVICES MONITOR** is an employee of the Department's child protective service who is monitoring services being provided by someone other than a child protective service employee to the children and family named in an indicated report of child abuse or maltreatment.
16. **DEEMED TO HAVE A GOAL OF DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means any child 16 years of age or older who has resided in Foster Care for at least 12 months within the past 36 months and who has a goal of discharge to parents or relatives or adoption. The category "Deemed to Have a Goal of Discharge to Another Planned Living Arrangement with a Permanency Resource" requires the same services as if the child has a goal of discharge to Another Planned Living Arrangement with a Permanency Resource.
17. **DISCHARGE SERVICES** means Supervision Services and may include the provision of, Referral to, or coordination with other appropriate services, when the child has been returned to the home of his or her parents, other relatives, Primary Resource Person or an Adult Permanency Resource, as described in 18 NYCRR 430.12.
18. **FAMILY ASSESSMENT AND SERVICE PLAN** means the assessment and analysis of the family members' strengths, needs and problems; and the plan for services, as required by 18 NYCRR Part 428.
19. **FAMILY SERVICES INTAKE** means the CONNECTIONS stage for documentation of family information and events prompting the opening of a Family Services Stage. A Family Services Intake must be completed before a Family Services Stage can be opened.
20. **FAMILY SERVICES STAGE** means the CONNECTIONS stage for documentation of cases open for child welfare services. There can be only one open Family Services Stage for a family per social services district. The family Services Stage is linked to a family case that is comprised of all past and current stages for the family.
21. **FUNDING ELIGIBILITY** means the initial determination of a family's eligibility for Foster Care services and required periodic re-determinations consistent with provisions of

federal and state statutes and regulations, including but not limited to Title IV-E of the Social Security Act.

22. **FOSTER CARE or FOSTER CARE OF CHILDREN** means all activities and functions provided relative to the care of a child away from his or her home 24 hours per day in a foster family free home or a duly certified or approved Foster Family Boarding Home, or a duly licensed or certified Group Home, Agency Boarding Home, child care Institution, health care facility or any combination thereof. Foster Care of Children also means activities and functions relative to the care of a child away from his or her home 24 hours per day in a home or facility operated or licensed by the New York State Office of Mental Health, New York State Office for People With Developmental Disabilities, or the New York State Office of Alcohol and Substance Abuse Services in accordance with the provisions of section 398(6)(g)(2) of the Social Services Law and the memorandum of understanding between OCFS and such Office in accordance with Title IV-E of the Social Security Act.
23. **FOSTER CHILD(REN)** means a child or children who meet the criteria of 18 NYCRR 441.2(a). Foster Child or Children also includes a child or children placed in the care and custody of the Department as a destitute child or children in accordance with Article 10-C of the Family Court Act.
24. **FOSTER FAMILY BOARDING HOME**, as defined in 18 NYCRR Part 443, means a residence owned, leased, or otherwise under the control of a single person or family who has been certified or approved by an Authorized Agency or by the New York State Department of Mental Hygiene or OCFS to care for children, and such person or family receives payment from the Agency for the care of such children.
25. **FOSTER PARENT** means a person, other than the child's parent, stepparent, or legal guardian, but including a relative within the third degree to the child's parent or stepparent, who is certified or approved to board children who are in the care, custody or guardianship of an Authorized Agency or OCFS, and who are placed for temporary or long-term care.
26. **GROUP HOME**, as defined in 18 NYCRR 441.2(h) and as described in 18 NYCRR Part 448, means a family-type home for the care and maintenance of not less than seven , nor more than 12 children who are at least 5 years of age, operated by an Authorized Agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that the minimum age limitation is not applicable to siblings placed in the same facility nor to children whose mother is placed in the same facility.

27. **INSTITUTION**, as defined in 18 NYCRR 441.2(f) and as addressed in 18 NYCRR Part 442, means any facility operated by an Authorized Agency for the care and maintenance of 13 or more children.
28. **LIFE SKILLS SERVICES** means services designated to assist Foster Children and former Foster Children to prepare for employment and post-secondary education, and to make the transition to responsible adulthood. Life Skills Services include, but are not limited to, structured programs of vocational training, life skills instruction, post Discharge Services and supervision until 21 years of age.
29. **PERMANENCY HEARING REPORT** means a sworn report as defined in section 1087 of the Family Court Act prepared in accordance with section 1089 of the Family Court Act in the form and manner as required by OCFS. The Permanency Hearing Report must be filed with the court and submitted to the parties and other persons set forth in section 1089 of the Family Court Act no later than 14 days prior to each permanency hearing that includes, but not limited to, information regarding the health and well-being of the child, the reasonable efforts that have been made since the last permanency hearing to finalize the child's permanency plan and the recommended permanency plan for the child.
30. **PUBLIC CHARGE** means a child whose income and resources, including available parental support, are insufficient to meet the total cost of Foster Care, including the cost of clothing and providing for the child's special needs.
31. **REFERRAL** means a request made by the Department that the Agency provide a service for a Public Charge.
32. **PRIMARY RESOURCE PERSON** means any individual related or unrelated to a child who is determined by the Department and the Agency to be an actual or potential source of support, care or assistance for the child.
33. **REASONABLE AND PRUDENT PARENT STANDARD** means the standard, as prescribed by OCFS, characterized by careful and sensible parental decisions that maintain the health, safety, and best interests of a Foster Child, while at the same time encouraging the emotional and developmental growth of the child, that a Foster Parent or child care facility must use when determining when to allow a Foster Child to participate in extracurricular, enrichment, cultural, and social activities.
34. **SERVICE PLAN REVIEW** means a case conference, including at least the Case Planner or the child's Caseworker and a Third Party Reviewer. Efforts must be made to involve the child's parent(s), unless their rights to the child have been terminated, the child's guardian(s), the child who is at least 10 but less than 14 years of age, unless

there is a documented reason related to the current necessity of placement why the child should not be involved, the child who is 14 years of age or older, the child's current Foster Parent, caretaker relative or pre-adoptive parent, members of the child's Case Planning team chosen by the Foster Child who is 14 years of age or older and not rejected by the Department or Agency with Case Management responsibility in accordance with 18 NYCRR 428.3 and other participants to review and develop a service plan for the case in accordance with the standards set forth in 18 NYCRR 428.9 and 430.12(c)(2). A Service Plan Review conference is required in order to complete the comprehensive Family Assessment and Service Plan and family reassessment and service plan when a child is in Foster Care, except that a permanency hearing satisfies the requirements for a Service Plan Review if such permanency hearing is held and completed within six months of the previous Service Plan Review.

- 35. **SUPERVISED INDEPENDENT LIVING PROGRAM** means one or more of a type of Agency Boarding Home operated or certified by an Authorized Agency in accordance with 18 NYCRR Part 449 to provide a transitional experience for older Foster Children who, based on their circumstances, are appropriate for transition to the level of care and supervision provided in the program.

- 36. **SUPERVISION SERVICES** means Referral to or coordination with other appropriate available services for a child, until the child becomes 21 years of age, when the child has been discharged to Another Planned Living Arrangement with a Permanency Resource as described in 18 NYCRR 430.12.

- 37. **THIRD PARTY REVIEWER** means an administrator or other person not responsible for the Case Management or delivery of services to a case or in the direct line of supervision for that case. The Third Party Reviewer is a required participant in Service Plan Reviews.

- 38. **UNIFORM CASE RECORD** means all documentation, both electronic and external, as required by 18 NYCRR Parts 428 and 466.

SECTION II - TERM OF AGREEMENT AND RENEWAL

- 1. The term of this Agreement is from July 1, 2018 through June 30, 2021. Since the Agreement is for a period in excess of 12 months, the Department must review the Agreement on at least an annual basis for verification of conformance by the Agency and is continued for subsequent periods only if the Department determines that the Agreement continues to be in the best interest of the Department.

- 2. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care after the expiration of the term set forth herein or any renewal thereof,

except as herein provided. Either party shall give notice in writing of its intention not to renew the Agreement at least six (6) months prior to the expiration of this Agreement.

3. If negotiations for a new Agreement have not been completed upon expiration of this Agreement or subsequent renewal, the parties must enter into a written interim continuation agreement covering the period until negotiations are completed and a new Agreement is executed.

SECTION III - SCOPE OF SERVICES

1. It is mutually agreed between the Department and the Agency that the Agency shall provide Foster Care services and provide or obtain appropriate medical services in accordance with the standards prescribed by OCFS and as prescribed by federal and New York State laws and regulations, including, but not limited to Article 6 of the Social Services Law; 18 NYCRR Parts 427, 428, 430, 431 and 441-451; and the Program Narrative, which is attached hereto and incorporated herein as Schedule A.
2. The Agency warrants that it and its staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Agency further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames. The Agency shall promptly notify the Department of any enforcement action taken with respect to such license, approval or certificate and any action the Agency is taking with respect thereto. The Department agrees to thereafter notify OCFS of such enforcement action and Agency remediation.
3. The Department is responsible for the determination of eligibility of children for Foster Care through all applicable funding streams pursuant to the regulations, policies and procedures of OCFS and applicable federal requirements. The Department is also responsible for the determination of eligibility for federal adoption assistance, state adoption subsidy or kinship guardianship assistance in accordance with applicable federal and state standards.
4. The Department is responsible for the initial and continued authorization of Medical Assistance eligibility and verification of citizenship or qualified immigration status of children in Foster Care pursuant to the regulations, policies and procedures of OCFS, and the New York State Department of Health and applicable federal requirements. The Department is responsible for the review of the status of Medical Assistance eligibility and authorization of continuous coverage for Medical Assistance for children in Foster Care at the time of discharge from Foster Care.

5. The Agency shall provide Foster Care for children in accordance with the Program Narrative and rates of payment appended to this Agreement as Schedules A and B. These rates are to be negotiated in accordance with the regulations of OCFS.
6. The Agency and the Department must cooperate in collecting and entering data into the child welfare information systems (WMS and/or CONNECTIONS) and any other statewide automated child welfare information system designated by OCFS in the form and manner required by OCFS. The Agency shall provide such information to said data system as is required by the Department. The Agency, at the option of the Department, agrees to record information in WMS and CCRS, as required, until CONNECTIONS is implemented by the Department.
7. To the extent that CONNECTIONS is implemented in the district, as determined by OCFS, CONNECTIONS will be the system of record and the Agency must enter and maintain required child welfare information, including but not limited to, person and family information, periodic Family Assessment and Service Plans, plan amendments, and progress notes in CONNECTIONS. The Agency must review all current information about its cases that is recorded by other workers in the Family Services Stage. As additional components of CONNECTIONS are implemented in the district, as determined by OCFS, during the duration of this Agreement, CONNECTIONS will be the system of record in regard to such components and the Agency must enter and maintain required child welfare information in CONNECTIONS.

Once CONNECTIONS is implemented in the district, the Agency may not use its own internal system in lieu of CONNECTIONS. The Agency shall comply with applicable statutory and regulatory standards for recording child welfare information including, but not limited to, 18 NYCRR Parts 428 and 466.

8. The Agency must keep all CONNECTIONS equipment secure from theft and unauthorized use.
9. The Agency shall not discriminate against employees, applicants for employment, or applicants for or recipients of services because of race, creed, color, national origin, gender, age, disability, marital status or sexual orientation.
10. The Department and Agency agree to provide the following in relation to each child covered by this Agreement. Department options are identified in Schedule C, which is attached hereto and incorporated into this Agreement.

A. STANDARDS RELATED TO PLACEMENT

1. Intake for Family Services

The Department, or the Agency at the option of the Department, will complete the Family Services Intake, including but not limited to:

- a. Completion of the Application for Services (DSS-2921);
- b. Entry of demographic information into CONNECTIONS to create the Uniform Case Record Face Sheet;
- c. Completion of all required CONNECTIONS intake components; and
- d. Performance of a person and case search to relate known persons and cases, unless the Department specifically retains this responsibility.

In the event the Agency completes the Family Services Intake, it must submit it to the Department for acceptance within five days of taking the intake or the day upon which the child entered the Agency, whichever is earlier.

In the event that a child in the custody of the Department is placed by the court directly into the care of the Agency, or in the event a child in the custody of OCFS is placed directly into the care of the Agency, the Agency must complete the Family Services Intake as described above and submit it to the Department for acceptance within five days of the day upon which the child entered that agency.

2. Opening of a Family Services Stage and Designation of Case Planner

Only the Department can open a Family Services Stage. When the Department completes or accepts a Family Services Intake, the Department will stage progress the Family Services Intake to a Family Services Stage and assign a worker role to the Agency that identifies Agency responsibilities in the Family Services Stage.

The Department will open the Family Services Stage and assign an Agency worker as either Case Planner for the family or Caseworker for the child at the time of the child's admission to the Agency or within five days of submission of the Family Services Intake.

The Department will enter in CONNECTIONS the names and roles of any other Caseworkers and service providers assigned to the case.

The provisions of this paragraph also apply to a child placed solely in the legal custody of the Commissioner of OCFS who is placed directly in the care of the Agency. For Foster Children placed solely in the legal custody of the Commissioner of OCFS and cared for by the Agency, the Department shall assign a role of Case Planner or Caseworker, as

appropriate, in the Family Services Stage to the Agency, and a role of Caseworker to OCFS within five days of the Family Services Intake. For those children in the legal custody of the Commissioner of the Department who are subsequently also placed into the legal custody of the Commissioner of OCFS and placed by the court in the care of the Agency, the Department shall determine and assign the Case Planner and the role of Caseworker to any other Agency staff and staff of OCFS, as appropriate, within five days of intake. Such children shall be identified to be in the “joint custody” of the Commissioner of the Department and OCFS.

3. Case Initiation Date (Day 1)

CONNECTIONS will calculate the Case Initiation Date (CID), in accordance with 18 NYCRR Part 428. The CID will be designated and displayed in CONNECTIONS as soon as a child protective services report is indicated, or upon worker entry of the date of application for services, date of removal/placement (depending on the category of Foster Care placement), or date of court-ordered services. The system will use the earliest of these dates as the CID.

4. Designation of Program Choice and Permanency Planning Goal

The Department or the Agency with Designated Case Planning Responsibility, at the option of the Department, must initially set child program choice(s) and a permanency planning goal consistent with applicable statutory and regulatory standards. Where the Agency with Designated Case Planning Responsibility must initially set child program choice(s) and a permanency planning goal, the Agency with Designated Case Planning and the Agency of the Associated Caseworker must review and update program choice(s) and a permanency planning goal in CONNECTIONS, as appropriate, prior to opening each Family Assessment and Service Plan. The Case Planner, or the Associated Caseworker at the direction of the Case Planner, must record programmatic eligibility for Foster Care placement and preventive services within each Family Assessment and Service Plan, while the Department must determine eligibility for all applicable funding streams.

The Department shall remain responsible for reviewing the child’s permanency planning goal throughout the Foster Care episode and will make a determination as to whether the permanency plan goal for each child is appropriate and that the Agency has considered all appropriate options for discharge, including:

- a. Return to parent or guardian;
- b. Adoption;
- c. Legal guardianship or legal custody;

- d. Placement with a fit and willing relative; or
- e. Placement in Another Planned Living Arrangement that includes a significant connection to an adult who is willing to be a permanency resource for the child 16 years of age or older, if there is a compelling reason for determining that it is not in the best interests of the child to have any of the discharge options noted in a-d above. Another Planned Living Arrangement includes either discharge to Another Planned Living Arrangement with a Permanency Resource or adult residential care.

The Department shall notify the Agency with Designated Case Planning Responsibility if the Department requires a change to the permanency planning goal or if the permanency goal is modified by the court.

5. Initial Family Assessment & Service Plan

The Agency with Designated Case Planning Responsibility must complete the initial Family Assessment and Service Plan and submit it to the Case Manager for approval no later than ten (10) days prior to the due date of the initial Family Assessment and Service Plan. The Family Assessment and Service Plan must be approved by the Case Planner's supervisor prior to its submission to the Case Manager.

The Agency of the Associated Caseworker must complete the initial Family Assessment and Service Plan components including case update, child strength, needs and risk scales, Foster Care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the Case Planner.

Where there is a program choice of child protective, the Case planner is responsible for the completion of the safety and risk assessment components of the Family Assessment and Service Plan, unless the Child Protective Services Worker/Monitor is so designated by the Department. Completion of the safety and risk assessments is the responsibility of the Case Planner in non-protective cases.

If the Department places the child with the Agency within 15 days prior to the due date, or after the due date, of the initial Family Assessment and Service Plan, the Department will retain the role of Case Planner and such designated worker will complete the initial Family Assessment and Service Plan and submit it to the Case Manager for approval before assigning the Agency as designated Case Planner. A worker designated by the Agency will be assigned the role of Caseworker in the interim. Where the Department Case Manager is also serving as Case Planner, the Family Assessment and Service Plan must be submitted to the Case Manager's supervisor for approval.

The provisions of this paragraph and paragraphs (6) and (7) of the section dealing with "Standards Related to Placement" also apply to a Foster Child solely in the legal custody of the OCFS who is placed directly in the care of the Agency. For a Foster Child placed solely in the legal custody of OCFS and cared for by the Agency, the Agency shall submit the Family Assessment and Service Plan to both the Department and OCFS for approval. The

Department shall have the ministerial CONNECTIONS role of Case Manager and OCFS will have the programmatic and functional role of Case Manager over such children. For children in the “joint custody” of the commissioner of the Department and OCFS, the Agency shall submit the Family Assessment and Service Plan to both the Department and OCFS for approval. To the extent that the child is in the legal custody of the Commissioner of the Department, the Department, in cooperation with OCFS, retain the programmatic and functional role of Case Manager for such children.

6. Comprehensive Family Assessment and Service Plan and Subsequent Reassessment Family Assessment and Service Plans

The Agency with Designated Case Planning Responsibility must complete the 90-Day comprehensive Family Assessment, the first family reassessment and Service Plan no later than 210 days from the CID and each six month subsequent Family Assessment and Service Plan for the case as long as the Agency is the designated Case Planner and the child remains in the care of that Agency, unless the child entered the care of the Agency within 30 days prior to the date the comprehensive or reassessment Family Assessment and Service Plan is due.

If the child was previously in the care of another Agency that had Case Planning responsibilities, and entered the care of the Agency within 30 days prior to the date the Family Assessment and Service Plan is due, the Agency with previously Designated Case Planning Responsibility must complete the Family Assessment and Service Plan for that period and reassignment of the Case Planner role will be delayed until after its approval. If the child was not previously in care but entered the care of the Agency within 30 days prior to the date the Family Assessment and Service Plan is due, the Department will complete the Family Assessment and Service Plan for that period and delay reassigning the Case Planner role until after its approval.

The Agency with Designated Case Planning Responsibility must complete the appropriate Family Assessment and Service Plan and submit it to the Case Manager for approval no later than 10 days prior to the date it is due as specified in 18 NYCRR Part 428. The Family Assessment and Service Plan must be approved by the Case Planner’s supervisor prior to its submission to the Case Manager. The Agency of the Associated Caseworker must complete the Family Assessment and Service Plan components including case update, child strength, needs and risk scales, Foster Care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the Case Planner.

Where there is a program choice of child protective, the Case Planner is responsible for the completion of the safety and risk assessment components of the Family Assessment and Service Plan, unless the Child Protective Services Worker/Monitor is so designated by the Department. Completion of the safety assessment is the responsibility of the Case Planner in non-protective cases.

The Department Case Manager will review and either approve or reject the Family Assessment and Service Plan no later than five days following the submission of any Family Assessment and Service Plan.

If, after reviewing any Family Assessment and Service Plan, the Department disagrees with the assessment or the plan of services, the Department shall contact the Agency with Case Planning Responsibility within five days of submission of the Family Assessment and Service Plan to discuss the area(s) of disagreement and necessary revisions. The modified Family Assessment and Service Plan, containing the revisions as agreed to by both parties, must be resubmitted by the Agency with Case Planning Responsibility to the Case Manager for approval within five days of the rejection of the Family Assessment and Service Plan. The Family Assessment and Service Plan must be approved by the Case Planner's supervisor prior to its submission to the Case Manager.

The Family Assessment and Service Plan for a Foster Child 14 years of age or older must include a document that addresses the rights of such Foster Child, as prescribed by OCFS and in conformance with 18 NYCRR 428.6.

For a Foster Child with a permanency planning goal of discharge to Another Planned Living Arrangement with a Permanency Resource, the Service Plan Review must address whether the child's Foster Parents or child care facility with whom or in which the child is placed is following the Reasonable and Prudent Parent Standard and is participating in age or developmentally appropriate activities as set forth in 18 NYCRR 441.25 and as otherwise prescribed by OCFS.

7. Plan Amendment/Status Changes

If one of the following changes in program status occurs after completion of the initial, comprehensive or reassessment Family Assessment and Service Plan, and before the subsequent Family Assessment and Service Plan can be opened on the system, a plan amendment must be completed and submitted to the Case Manager for approval as required by 18 NYCRR Part 428:

- a. Preventive services are started for a child;
- b. Preventive services are ended for a child;
- c. Case open to CPS;
- d. Case closed to CPS;

- e. A child is removed from his or her home and enters or reenters Foster Care;
- f. A child is moved from one Foster Care setting to another;
- g. A child is removed from his or her home and is placed in the direct custody of a relative or other suitable person pursuant to Article 10 of the Family Court Act;
- h. A child becomes legally freed for adoption;
- i. A child is discharged (trial or final) from Foster Care, including finalization of adoption; or
- j. At the Department's option, the Agency must complete a plan amendment for a change to the visiting plan for a child, or for any other status change the Department so delegates.

The Agency with Designated Case Planning Responsibility or the Agency of the Associated Caseworker of the relevant child, as determined by the Department, must complete the plan amendment as appropriate in accordance with the standards set forth in 18 NYCRR 428.7. The Agency with Designated Case Planning Responsibility must submit the plan amendment. The plan amendment must be approved by the Case Planner's supervisor prior to its submission to the Case Manager.

If a status change occurs subsequent to completion of the initial Family Assessment and Service Plan, it must be documented and approved by the Department within 30 days of the change, except for when a case is opened for child protective services or child protective services are ended for a case, which must be documented and approved by the social services district having Case Management responsibility for the case within seven days of the change. Except for the status changes referenced in (E) and (G) above, any other status change that occurs at the time of, or within 60 days prior to, the due date of the next Family Assessment and Service Plan, the status change may be documented and approved as part of the next Family Assessment and Service Plan. Documentation within the Family Assessment and Service Plan must include all information regarding the status change required by OCFS. Such documentation must be provided in the form and manner as required by OCFS and, where appropriate or where a child has been removed from his or her home, must include a visiting plan and an update of the service plan for the family.

Documentation of status changes, whether on the plan amendment or within the Family Assessment and Service Plan, must include all information regarding the status change required by OCFS and, where appropriate, include an update of the service plan for the family.

8. Progress Notes

The Agency must maintain Progress Notes as required by 18 NYCRR 428.5. Progress Notes must be recorded in CONNECTIONS. The Agency must also review all current information about its cases that is recorded by other workers in the Family Services Stage.

9. Maintenance of Current Information

The Agency is responsible for keeping demographic and tracked child detail information regarding the child and his/her family updated in CONNECTIONS. This includes designation of primary and secondary caretakers, maintenance of the family relationship matrix, and recording of child program choice(s) and permanency planning goal.

10. CONNECTIONS/UCR

The intake, Family Assessment and Service Plan, plan amendments, Service Plan Reviews and Progress Notes must be recorded, submitted, approved, and maintained through CONNECTIONS.

11. Provision of Client Services

When any approved Family Assessment and Service Plan identifies needed services which the Agency does not provide, the Department, upon confirmation of the need for services, will directly provide or arrange for provision of those services to the clients.

12. Legal Activities

a. 358-a Petitions

If the child enters Foster Care pursuant to a voluntary placement agreement executed pursuant to section 384-a of the Social Services Law or a surrender executed pursuant to section 384 of the Social Services Law, the Department is responsible for the filing of the 358-a petition for court approval of the voluntary agreement or surrender within the time frames specified in section 358-a of the Social Services Law.

b. Permanency Hearings

- i. Permanency hearings must be held in accordance with the standards set forth in the Social Services Law and the Family Court Act.
- ii. For Foster Children placed pursuant to Article 10 or Article 10-C of the Family Court Act, sections 384 and 384-a of the Social Services and all Foster

Children completely freed for adoption, the following standards apply: 1) the initial permanency hearing for a child completely freed for adoption must be commenced no later than 30 days after the hearing at which the child was freed and must be completed no later than 30 days after commencement; 2) the initial permanency hearing for a child who is not completely freed for adoption must be commenced on the date certain established by the court that may be no later than six months from the date that is 60 days after the child was removed from his or her home and must be completed within 30 days after commencement; and 3) all subsequent permanency hearings must be commenced on the date certain established by the court that may be no later than six months from the completion of the previous permanency hearing and must be completed with 30 days after commencement.

- iii. The Department shall be responsible for the completion and the submission of the Permanency Hearing Report required in accordance with Article 10-A of the Family Court Act, unless otherwise expressly specified by this Agreement.
- iv. For Foster Children placed pursuant to either Article 3 or 7 of the Family Court Act who are not freed for adoption the following standards apply: 1) the initial permanency hearing must be held no later than within 12 months of the date the child is considered to have entered Foster Care or at an earlier date as required by state law or the court (for the purposes of this Agreement, a child is considered to have entered Foster Care pursuant to Article 3 or 7 on the date that is 60 days after the child was removed from his or her home); and 2) all subsequent permanency hearings must be held every 12 months from the preceding permanency hearing or at an earlier date as required by state law or by the court. Unless otherwise specified, the Department will file the petition for a permanency hearing.
- v. For all categories of placements, the Agency agrees to provide the designated Department Case Manager with all requested documents determined by the Department as necessary to support a petition for a permanency hearing or the Permanency Hearing Report, as applicable and the Agency must provide the Department with such documentation in support of the (permanency hearing/extension) petition or the Permanency Hearing Report at least 30 days prior to the date the Department must submit the Permanency Hearing Report or file the petition with the court.

c) Section 1089 Orders

The Department or Agency in receipt of an order of disposition issued pursuant to section 1089 of the Family Court Act must notify the other of such disposition. Such notice must be provided within 10 days of the receipt of the court's disposition or no later than five days prior to any necessary action, whichever is earlier. The Agency must comply with the dispositional decisions, unless such decisions involve an order to finalize an adoption proceeding, in which case compliance is the responsibility of the Department.

If the Department or the Agency receives an order from the Family Court pursuant to section 1089 of the Family Court Act requiring diligent efforts or an order to initiate a proceeding to legally free a child for adoption, the Department or the Agency will notify the other in writing or electronically of the order and send a copy of the order to the Department or Agency. Notification will take place within 10 days of the receipt of the order. Once the Agency is notified of the court order, it is the Agency's responsibility to comply with the court order through working with the child and the family in regard to the exercise of diligent efforts. It is the responsibility of the Department or the Agency, at the option of the Department, to follow through on the necessary legal aspects of legally freeing a child for adoption.

d) Other Court Orders

The Department or Agency in receipt of any dispositional order of the court must notify the other of such disposition within 10 days of the receipt of the court's disposition, or no later than five days prior to any necessary action, whichever is earlier. The Department will determine whether the Department or the Agency is responsible for carrying out orders of the court and so notify the Agency. The Agency must comply with any such orders so designated as their responsibility.

e) Agency Cooperation

The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of permanency goals or petitions for the extension of, or challenges to placement or in any other court proceedings where the testimony of staff of the Agency is deemed necessary by the Department. The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of a determination that reasonable efforts were made to finalize the Foster Child's permanency plan or to enable the Foster Child to return home safely.

f) Recording of Legal Activities

The Department, or the Agency at the option of the Department, must enter information regarding all filed legal petitions, court hearings and their resulting orders into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS legal functionality is implemented in the Department's district, as determined by OCFs, legal petitions, hearings and orders must be recorded in CONNECTIONS.

13. Registration and Photo Listing

The Agency must register and/or photo list with the New York State Adoption Service (NYSAS) any child in its care who is freed for adoption after the child enters the care of that Agency consistent with the standards and within the time frames specified by law and regulation including 18 NYCRR Part 420. If the Agency requires information from the Department for such registration and/or photo listing, it must notify the Department in writing of the information required. At the time the appropriate forms are sent to NYSAS, copies of the forms must also be sent to the Department.

The Agency must register with NYSAS any person who has applied to adopt a handicapped or hard to place child in accordance with the standards set forth in section 372-b(2-a) of the Social Services Law and 18 NYCRR Part 424.

The Department, or the Agency at the option of the Department, must enter information regarding adoption activities into CONNECTIONS. Registration and photo listing must be recorded, maintained, submitted and approved through CONNECTIONS, as specified in Schedule C.

B. STANDARDS RELATING TO NECESSITY AND APPROPRIATENESS OF PLACEMENT

1. Necessary Activities Prior to Placement

If a child at risk of placement is unknown to the Department or is a sibling of another child who is currently in the care of the Agency, the Agency must notify the Department of an impending Foster Care placement within five days of the identification of the child as being at risk of care so the Department can authorize the preventive services to be provided by the Agency and/or direct the Agency to locate alternative living arrangements for the child, as appropriate.

If authorized by the Department, the Agency must offer preventive services to the child and the child's family prior to the child's Foster Care placement and attempt to locate safe alternative living arrangements, pursuant to 18 NYCRR Section 430.10.

2. Necessity and Appropriateness of Placement

The Department will require that the Agency with Designated Case Planning Responsibility, or the Agency of the Associated Caseworker, document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the Family Assessment and Service Plan to justify the placement of the child into Foster Care and to justify the placement of a child into a specific type or level of placement. Such assessment must address the issue of educational stability of the Foster Child in accordance with 18 NYCRR 430.11(c)(1)(i) with regard to the initial and each subsequent Foster Care placement. If the placement does not meet the standards set out in 18 NYCRR 430.11 for that specific type/level of care, the Department will so notify the Agency and request modified and updated assessment information.

3. Continued Necessity and Appropriateness of Placement

The Department shall require that the decision to continue a child in a Foster Care setting and the decision to transfer a child to a specific type/level of placement are made pursuant to 18 NYCRR 430.10 and 430.11.

The Agency with Designated Case Planning Responsibility, or the Agency of the Associated Caseworker, as determined by the Department, must document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the Family Assessment and Service Plan to warrant the continued placement of the child in Foster Care. If applicable, such documentation must justify the placement of the child in a more restrictive level of care than where the child was previously placed, and/or document compliance with the continuity of environment standards set forth in 18 NYCRR Section 430.11 if a change in placement has occurred since the prior Family Assessment and Service Plan Review.

The Agency also must provide, or arrange for, services that attempt to alleviate the circumstances or needs of the child or the child's family that may be causing the child's placement.

C. DILIGENCE OF EFFORT

1. Consistency

The Agency with Designated Case Planning Responsibility and the Agency of the Associated Caseworker must verify and document that the service goals and tasks included in the Family Assessment and Service Plan for the child and/or family are related to the specific needs exhibited by the child and/or family which contributed to the child's

eventual placement in care. The Agency must complete the Family Assessment and Service Plan for the child and/or family with supporting, relevant documentation.

2. Service Plan Review

The Agency with Designated Case Planning Responsibility, or other agency specified by the Department, must convene and hold the review panel for each Service Plan Review in compliance with 18 NYCRR 430.12(c)(2) no earlier than 60 days, but no later than 90 days from the date the child was removed from his or her home, or where the child is placed in Foster Care pursuant to Article 3 or 7 of the Family Court Act, no earlier than 60 days, but no later than 90 days from the date the child was placed in Foster Care. The Case Planner or other convener is responsible for notifying the Department at least two weeks prior to the scheduled review date and for inviting the Case Manager, and Child Protective Services Monitor if applicable, to attend the Service Plan Review.

The Agency with Designated Case Planning Responsibility, or the Department at its option, is responsible for locating an independent Third Party Reviewer to attend and participate at the Service Plan Review. The Agency with Designated Case Planning Responsibility is responsible for inviting other Caseworkers and service providers to the Service Plan Review and obtaining their input into the service plan.

The Agency with Designated Case Planning Responsibility must make efforts to involve all required participants in the development and review of the service plan and any amendments thereto in conformance with 18 NYCRR 428.3, at the case Service Plan Review conference in compliance with 18 NYCRR 430.12(c)(2)(i)(a) and at any Case Consultation in conformance with 18 NYCRR 428.9.

The Agency with Designated Case Planning Responsibility is responsible for inviting each participant in writing, or by electronic notice if the invitee has access to CONNECTIONS, at least two weeks prior to the Service Plan Review. The Agency must hold Service Plan Reviews by the Family Assessment and Service Plan submission date in all cases.

A permanency hearing satisfies the requirements for a Service Plan Review if such permanency hearing is held and completed within six months of the previous Service Plan Review.

In accordance with 18 NYCRR 430.12 (c)(2)(i)(b), when possible, the Agency with Designated Case Planning Responsibility representative must, no later than 30 days after the date of the Service Plan Review, make face-to-face contact with the invited participants who were unable to attend the Service Plan Review. At the face-to-face contact, the Agency must provide the participants with the information required by 18 NYCRR 430.12 (c)(2)(i)(b).

If the face-to-face contact is not possible, the Agency must send the invited participants a letter informing them that the Service Plan Review was held and that a copy of the service plan and all other information required by 18 NYCRR 430.1(c)(2)(i)(b) will be made available to them upon request, provided, however, a copy of the service plan must be given to the child's parent(s).

The Agency must document in CONNECTIONS that each of the above requirements has been met.

3. Case Consultation

The Agency with Designated Case Planning Responsibility, or other specified agency at the option of the Department, must satisfy the Case Consultation requirements set forth in 18 NYCRR 428.9 for each child defined in section 1087 of the Family Court Act in preparation for each permanency hearing held in accordance with Article 10-A of the Family Court Act, including those where the permanency hearing will satisfy the requirement for the Service Plan Review.

The Case Consultation must be conducted no earlier than 60 days, prior to the date certain of the permanency hearing and must be completed with sufficient time to finalize and submit the Permanency Hearing Report at least 14 days before the date certain for the permanency hearing.

The Agency with Designated Case Planning Responsibility, or other agency specified by the Department, must comply with the standards relating to participation, purpose and documentation of the Case Consultation process, as set forth in 18 NYCRR 428.9(b)-(c).

4. Casework Contacts

The Agency with Designated Case Planning Responsibility and the Agency of the Associated Caseworker must maintain casework contacts with the child, the child's current Foster Care caretaker (or provider) and the child's parent or relative once the child enters the Agency's care. Casework contacts must be provided in accordance with 18 NYCRR 430.12(c)(3) and 441.21.

The Department has the option, on a case-by-case basis, to continue to provide Case Planning services and make casework contacts with the family. If the Department chooses to exercise this option, it will notify the Agency at the time the case is referred to the Agency and the Agency will be assigned the role of Caseworker.

5. Visitation

The Agency with Designated Case Planning Responsibility and where there is one or more children placed in an Agency other than the Agency with Case Planning responsibility, the Agency of the Caseworker associated with the child will be responsible for facilitating visitation between the child and the child's parent and/or sibling(s), as required by 18 NYCRR 430.12(d)(1) and 431.10(e).

The Department has the option on a case-by-case basis to continue to provide services to the parents, siblings or relatives and to maintain the responsibility for facilitating the parent-child visitation. If the Department chooses to exercise these options, the Department will so notify the Agency no later than 10 days after the child's admission to the Agency.

6. Time in Foster Care

If the child has a permanency planning goal of return to parents or relatives, the Department is responsible for reviewing the child's placement and court-related information in CONNECTIONS and/or CCRS to take required actions under federal and New York State statute and regulation, including but not limited to, those requirements relating to permanency planning and/or the filing of a petition to terminate parental rights, as set forth in section 384-b(3)(l) of the Social Services Law and 18 NYCRR 430.12(e) and 431.9.

The Department will notify the Agency to review the case to determine if preventive services could aid in the discharge of the child, and to make a recommendation to the Department. If preventive services are authorized by the Department and cannot be provided by the Agency, the Department will notify the Agency regarding which specific agency is to provide such services.

7. Unplanned Termination

Termination of Placement - The Agency must give the Department a minimum of a 15 days prior written notice of its intention to request the removal of a child in the Agency's care. Should termination of placement be necessary for any reason for a child specifically placed with the Agency by court order, the Department shall seek termination or modification of the placement order in the appropriate Family Court.

At the point that the Agency can no longer provide for a child at the appropriate type and level of placement needed by the child within its own facilities, the Agency must notify the Department. The Department shall thereafter conduct a diligent search of potential placement resources appropriate for the child within New York State, refer the child to any appropriate identified resource, and provide updates to the Agency. At the point the search

has been exhausted, a conference will be held by the Department Case Manager with the Agency. Following such conference, a notice of termination of placement with the Agency may be given by the Agency to the Department pursuant to the agreements reached at the conference.

D. DISCHARGE TO ADOPTION/KINSHIP GUARDIANSHIP

1. Placement in Adoptive Home

If the child has a permanency planning goal of discharge to adoption, the Agency, at the option of the Department, will locate an appropriate adoptive home for the child and place the child in such home with the knowledge and consent of the Department within the time frames set forth in 18 NYCRR 430.12(e). The Agency must not delay or deny placement of a child freed for adoption with otherwise suitable approved adoptive parents on the basis that the approved adoptive parents reside in a state or county different from that of the Authorized Agency with custody and guardianship of the child. The Agency shall comply with the standards forth in the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382), as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188) relating to the placement of children in Foster Care and adoption.

2. Finalization of Adoption

- a. If the permanency plan for the child is adoption or placement in a permanent home other than that of the child's parent and the Agency is an approved adoption agency, the Agency must document in Progress Notes and in the Family Assessment and Service Plan, the steps taken to find an adoptive family or other permanent living arrangement for the child; to place the child directly or through another Authorized Agency with an adoptive family, a fit and willing relative, a legal guardian/legal custodian, including through a kinship guardianship arrangement, or in Another Planned Permanent Living Arrangement; and to finalize the adoption or legal guardianship/legal custody. At a minimum, such documentation must include child-specific recruitment efforts such as the use of state, regional, and national adoption exchanges including electronic exchange systems. Such documentation must reflect reasonable efforts to place the child in a timely manner and to finalize the placement of the child.
- b. If an Agency is not an approved adoption agency, the Department will conduct the adoption home study for the Agency Foster Parent. The Agency must make every effort to provide the Department with all documents necessary for approval of the foster home as an adoptive home, including, but not limited to recent medical records, criminal history record summaries, Statewide Central Register database checks, the Justice Center for the Protection of People with Special Needs category

one substantiated findings checks as set forth in section 495 of the Social Services Law, home study documentation, child social summary, and agency Caseworker recommendations.

- c. The Agency must provide information regarding the adoption subsidy and non-recurring adoption expenses programs to Foster Parent(s) and prospective adoptive parent(s) upon request and at the time a proceeding to free the child for adoption has been commenced or a child is identified to prospective adoptive parent(s), in accordance with 18 NYCRR 421.24 (b). At the time of an adoptive placement, the Agency must provide an adoption subsidy and non-recurring adoption expenses agreement to any person(s) who desires to apply for an adoption subsidy and must send the completed subsidy and non-recurring adoptions expenses agreement and all relevant agency documentation to the Department for final approval within 15 days of receipt of the completed subsidy agreement. The Department, if authorized, will approve or reject the adoption subsidy and non-recurring adoption expenses agreement within 30 days of its submission, or if the Department is not authorized, will send it to NYSAS for final approval.
- d. The Agency, or the Department at its option, must enter information regarding all adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by OCFS, adoption activities must be recorded, submitted and approved in CONNECTIONS.

3. Kinship Guardianship Assistance

Where the Foster Child is placed with a relative Foster Parent and the Foster Child's permanency plan is placement with such relative with the receipt of kinship guardianship assistance payments, the Agency must comply with the case documentation requirements set forth in 18 NYCRR 428.5(c)(12).

E. DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE

1. Setting of Goal

The goal of "Place in Another Planned Living Arrangement with a Permanency Resource" may be set in accordance with the requirements of 18 NYCRR 430.12(f) and may only be set for youth who are 16 years of age or older.

2. Preparation for Discharge

The Agency is responsible for assessing the life skills of all Foster Children 14 years and older at least every six months and documenting within the Family Assessment and Service Plan, the child's progress toward attaining each life skill outcome.

The Department, or the Agency at the option of the Department, must provide, or arrange for the provision of, Life Skills Services to all Foster Children 14 years of age and older, regardless of the child's permanency planning goal.

The Department, or the Agency at the option of the Department, must require that Foster Children 14 years of age and older participate directly in designing their own program activities to prepare them for discharge and that the child accept personal responsibility for satisfying his or her part of the program.

The Agency must document the type of service and/or instruction provided, and the provider of the service/instruction in the case record, consistent with 18 NYCRR Parts 428 and 430.

The Department, or the Agency if authorized by the Department, must issue monthly stipend payments to each Foster Child 16 years of age or older with a permanency planning goal of discharge to Another Planned Living Arrangement with a Permanency Resource or deemed to have a goal of discharge to Another Planned Living Arrangement with a Permanency Resource and who is actively participating in Life Skills Services according to his/her service plan in conformance with 18 NYCRR 430.12(f)(2)(i)(b). The Department will provide or arrange for the provision of a monthly stipend payment to each eligible child.

The Department, or the Agency at the option of the Department, must identify any persons, services and agencies which will help the child maintain and support himself/herself in the community, and must assist the child to establish contact with such agencies, service providers and persons and prepare the child to use such community resources.

The Department, or the Agency at the option of the Department, must provide for regular and continuous exploration and development of permanency alternatives for all Foster Children over 14 years of age, including Foster Children over 14 who have previously refused adoption. The Department, or the Agency at the option of the Department, must document the specific efforts to identify and nurture a permanent family connection or other Adult Permanency Resource who is determined to be an appropriate and acceptable resource for the child and is committed to providing emotional support, advice and guidance to the child and to assist the child as the child makes the transition from Foster Care to responsible adulthood.

The Department, or the Agency at the option of the Department, is responsible for providing a written notice of discharge to the child at least 90 days prior to the child's discharge in accordance with 18 NYCRR 430.12 (f).

At the time of the 90-Day Notice, the Department or the Agency, as determined by the Department, must address the following issues related to the child's safety, permanency, and well-being upon discharge:

- a. Appropriate housing that is expected to be available for at least 12 months from the date of discharge is secured;
- b. The child has a sufficient source of income;
- c. Medical coverage is available to the child upon discharge for preventive health care and identified physical, mental, dental health and prescription needs;
- d. Medical assistance coverage for the child will continue uninterrupted until a final determination that the child is ineligible has been made, with notice to the child of the final determination and of the right to a fair hearing to contest the determination;
- e. Arrangements have been made for the child to receive essential documents such as an official or certified copy of the child's United States birth certificate, social security card, health insurance information, medical records, education records and a driver's license or identification card issued in accordance with the requirements of federal law at the time of discharge;
- f. An Adult Permanency Resource is available or is being sought to provide emotional support/advice/guidance upon the child's discharge;
- g. Any safety concerns related to the child's discharge from Foster Care are being addressed; arrangements have been made with service providers for services that the child will need upon discharge; and
- h. The child has been advised of the services that will be available to him/her upon discharge from Foster Care until he/she attains the age of 21.

The information regarding these issues must be updated at the time of trial discharge, and again, at final discharge. The Department or the Agency, as determined by the Department, is responsible for documenting the above information in a plan amendment or Family Assessment and Service Plan.

3. Trial Discharge

The Department or the Agency at the option of the Department and at a rate that is applicable with the provision of trial Discharge/Aftercare Services, must provide trial Discharge/Aftercare Services, as required in 18 NYCRR 430.12(f)(4)(i)(a), including casework contacts, to every child discharged to Another Planned Living Arrangement with a Permanency Resource and every child deemed to have been discharged to Another Planned Living Arrangement with a Permanency Resource for at least six months after discharge. The child will remain in the custody of the Department during the entire period of trial discharge. Trial discharge may continue at the discretion of the Department up to the age of 21 if the reassessment and Service Plan Review indicates either the need for continued custody or a likelihood that the child may need to return to Foster Care. Face-to-face contacts during the trial discharge period must occur at the same frequency as required prior to the child being placed on a trial discharge status.

In the event the child becomes homeless during the period of trial discharge, the Department will assist the child to obtain safe and stable housing. Such housing must reasonably be expected to remain available to the child for at least the first 12 months after the date of discharge. If appropriate housing is not available within 30 days of the date the child becomes homeless, the Department must place the child in a suitable Foster Family Boarding Home, Agency Boarding Home, Group Home or Institution. These provisions regarding trial discharge do not apply where a court order terminates the Department's custody of the child or where the child reaches the age of 21.

4. Post-Discharge

The Department, or Agency at the option of the Department, must provide supervision until the child reaches 21 years of age after the Department's custody has been terminated where the child has been discharged to Another Planned Living Arrangement with a Permanency Resource, deemed to have a goal of Another Planned Living Arrangement with a Permanency Resource, or had remained in Foster Care until the age of 18 or older. During the period of supervision, the Department will be responsible for providing or arranging for financial, housing, counseling, employment, education, medical and other appropriate supports and services as needed, and follow-up efforts. At the time custody of the child is terminated, the Department will advise the child in writing about how to obtain assistance, if needed, upon his or her discharge from Foster Care.

F. DISCHARGE TO ADULT RESIDENTIAL CARE

The goal of discharge to adult residential care may be set in accordance with the requirements of 18 NYCRR 430.10(c)(5) and 430.12 (g)(1)(i). The Department will review

the decision to set that permanency goal in order to determine if there is compliance with the above regulatory standards.

The Agency must document compliance with the standards for setting the permanency goal. The Agency must plan for the discharge of the child as required in 18 NYCRR 430.12(g)(2) and, as applicable, 18 NYCRR 441.14 concerning additional requirements applicable to handicapped children in Foster Care who attain the age of 18.

G. PREVENTIVE SERVICES

The Department shall make the initial decision to authorize mandated preventive services, as well as the decision to reauthorize the case as a mandated preventive services case, in compliance with the client programmatic eligibility standards presented in 18 NYCRR Section 430.9.

The Agency with Designated Case Planning Responsibility or the Agency of the Associated Caseworker, as determined by the Department, must document initial and continuing client programmatic eligibility for mandated preventive services within each Family Assessment and Service Plan. The Department will review programmatic eligibility documentation in CONNECTIONS.

For those cases involving more than one service provider, the Department, through its Case Management responsibility, will assign a specific party as the Case Planner and the remaining providers as Caseworkers.

H. THE AGENCY AGREES TO PROVIDE THE FOLLOWING IN RELATION TO EACH CHILD COVERED BY THIS AGREEMENT:

1. Care of the child in compliance with 18 NYCRR Parts 441 – 451, as applicable.
2. Intake

Utilizing the Referral summary information provided by the Department, the Agency must determine whether the services it provides are appropriate to meet the needs of the child being referred. The Agency shall make every attempt to make this determination and notify the Department within 10 days from the initial Referral of the child but must do so within 30 days from the initial Referral of the child.

3. Clothing

Upon placement, clothing needs of a child must be inventoried by the Agency. Any clothing needs identified must be purchased by the Agency. The Department will authorize

allowances to buy necessary clothing and special allowances to buy additional clothing consistent with 18 NYCRR 427.16. The Agency must furnish all replacement clothing as needed during the child's placement and consistent with 18 NYCRR 427.16(a)(4). The Agency must furnish at the time of discharge a basic season-appropriate outfit. Upon discharge, the child is to take with him or her all of his or her possessions and clothing.

4. Medical Services

The Agency is responsible for providing or obtaining necessary and appropriate medical services for any Foster Child in its care. The Agency must comply with the standards set forth in 18 NYCRR 441.22 regarding health and medical services for Foster Children.

The Agency must transmit to the Department documentation necessary to establish citizenship or qualified immigration status in order to authorize categorical Medical Assistance eligibility for a child in Foster Care. The Agency must record required information in CONNECTIONS upon implementation of Build 19, as determined by OCFS. Responsibility for authorization and reauthorization for Medical Assistance remains with the Department.

The Agency shall comply with the requirements set forth in 18 NYCRR 357.3(b) relating to the dissemination of the comprehensive health history of a Foster Child. The Agency must provide the comprehensive health history to the Department and/or appropriate Authorized Agency within seven days of the request. The Agency must record required health and medical information in CONNECTIONS upon Build 19 implementation.

The parties agree that nothing in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) prevents the Agency from sharing protected health information on Foster Children cared for by the Agency with the Department, OCFS or documenting such information in CONNECTIONS.

5. Notification of Death, Injury or Illness

The Agency must immediately notify the Department whenever a child in its care has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis, and whenever a child in its care has died, and to provide an autopsy report, if such reports exist. The Agency must also comply with the reporting requirements to OCFS set forth in 18 NYCRR 441.7(c) in regards to the death or injury of Foster Children in its care.

The Agency must immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, whenever a child placed in accordance with this Agreement dies while being cared for in an

Agency Boarding Home, Supervised Independent Living Program, Group Home, group residence or Institution operated by the Agency.

The Agency, in accordance with 18 NYCRR 441.22(p), must notify OCFS and the local health department if a Foster Child is discovered to have an elevated blood lead level. The Agency must also provide such notice to the Department.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency shall immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, whenever a child in its care has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis, and whenever such a child has died, and to provide an autopsy report, if such report exists.

6. Confidential HIV-Related Information

The Department and the Agency shall comply with the requirements of 18 NYCRR 431.7(a) to formulate and implement a written management plan to protect health history information related to an individual who has been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or a Human Immunodeficiency Virus (HIV)-related illness or a HIV infection or laboratory tests performed on an individual for HIV-related illness.

The Agency shall require that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 431.7 and section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of New York State law and regulation.

The Agency and the Department will require that any disclosure of confidential HIV-related information must be accompanied by a written statement which includes the following or substantially similar language:

“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.”

7. Absent Without Consent

The Agency must notify the Department as immediately as practical, but in no circumstance later than 24 hours after the absence, when a child in the care and custody or guardianship and custody of such Department is absent without consent, and must follow the requirements as set forth in 18 NYCRR 431.8. The Department or the Agency, as determined by the Department, must report any missing or abducted Foster Child to law enforcement and the National Center for Missing and Exploited Children in accordance with the standards set forth in 18 NYCRR 431.8. The Department or the Agency, as determined by the Department, must provide written notice to the Family Court that placed the child into Foster Care of the child's absence without consent within 48 hours of the reported absence.

8. Education Program

The Department will not reimburse the Agency for any educational costs for a child placed in a Group Home, Agency Boarding Home, or foster boarding home. These children must be enrolled in the public school educational program, unless another educational option is detailed in the child's Family Assessment and Service Plan. The Agency must record required education information in CONNECTIONS upon Build 19 implementation. The Agency shall comply with the standards set forth in 18 NYCRR 441.13 regarding education of Foster Children in its care.

9. Summer Education Program

The Department shall not reimburse the Agency for summer school tuition costs unless the Agency receives the Department's prior authorization for such costs and the need for the summer program is detailed in the child's Family Assessment and Service Plan.

10. Education Tuition Reimbursement

Children placed in child care Institutions must be educated in the least restrictive educational program, based on an evaluative process defined by the rules and regulations of the New York State Education Department, and tuition reimbursement for such a child will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

11. Removals

Removals from a Foster Family Boarding Home will be made in accordance with the requirements of section 400 of the Social Services Law and 18 NYCRR 443.5. The Agency must provide the required written notice to the Foster Parent(s).

12. Child Abuse and Maltreatment

The Agency shall comply with the provisions governing the reporting of suspected cases of child abuse or maltreatment, as set forth in sections 413-416, 418 and 490-492 of the Social Services Law, and the requirements for Statewide Central Register database checks as set forth in section 424-a of the Social Services Law and for Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law.

The Agency shall promptly notify the Department of any report of suspected child abuse or maltreatment occurring in the program regarding any child placed by the Department with the Agency, to notify the Department of the actions taken the Agency in regard to the report and to confirm that, to the extent authorized by law, the parents of the child who is the alleged victim of such abuse or maltreatment will be notified by the appropriate investigative agency of such report.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency shall comply with the following requirements relating to the Justice Center for the Protection of People with Special Needs:

a. Reporting of Abuse and Neglect

In addition to complying with any applicable reporting requirements in the state in which the Agency or facility is located, the Agency shall immediately notify the New York State Justice Center for the Protection of People with Special Needs, OCFS and the Department of any allegation of abuse or neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, involving a child placed in accordance with this Agreement as required by section 490(5) of the Social Services Law.

b. Procedure for Reporting

The Agency further agrees that all reportable incidents of abuse and neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, and all reportable incidents of injury or illness or death indicated in paragraph 5 on page 29 of this Agreement shall be submitted to the New York State Justice Center for the Protection of People with Special Needs. For notifications and reporting to the Justice Center for the Protection of People with Special

Needs related to deaths, injuries or accidents and all allegations of abuse and neglect, required submissions shall be to the Justice Center 24-hour toll-free number:

(855) 373-2122 Suspected Abuse/Neglect Reporting Number

(855) 373-2123 TTY

(855)-373-2124 Reporting Death

c. Cooperation

The Agency further agrees to cooperate with any investigation conducted by the New York State Justice Center for the Protection of People with Special Needs. The Agency further agrees to cooperate with any investigation conducted by a state agency or other entity authorized or required to investigate complaints of abuse or neglect under the laws of the state in which the facility is located and further agrees that the findings of such investigation shall be forwarded to the New York State Justice Center for the Protection of People with Special Needs and each placing entity or funding agency in New York State within 90 days of the complaint of abuse or neglect, or if the investigation is not completed within 90 days, then notification of the status, any interim findings and expected date of completion must be provided during that time period, and the final findings shall be submitted as soon thereafter as possible.

The Agency agrees to submit periodic reports of all allegations of abuse and neglect regarding children from New York State to the Justice Center for the Protection of People with Special Needs in the form and manner requested by the Justice Center.

d. Access

The Agency shall provide the New York State Justice Center for the Protection of People with Special Needs with access at any and all times to any residential school, facility or provider agency, and consistent with federal law, to any books, records, logs, progress notes and data pertaining to such residential school, facility or provider agency regarding any child placed in accordance with this Agreement and any other information deemed necessary for the carrying out the Justice Center's functions, powers and duties.

e. Failure to Comply

Failure by the Agency to comply with the requirements delineated above shall be grounds for the termination of this Agreement.

13. Certification and Approval of Foster and Adoptive Parents

The Agency agrees to comply with all certification and approval requirements for Foster Parents set forth in 18 NYCRR Part 443 and all approval requirements for adoptive parents set forth in 18 NYCRR Part 421. This includes, but is not limited to criminal history record reviews, State Central Register data base checks, Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law, and required medical exams for foster/adoptive parents and their family members. For Foster Parents, this also includes training and application of the Reasonable and Prudent Parent Standard in accordance with 18 NYCRR 441.25 and Part 443. The Agency agrees that children will not be placed in any foster or adoptive home unless applicable requirements for certification, or approval, including emergency approval or certification, have been met.

14. Travel Expenses

If a transportation expense for home visits is not included in the board rate, the Department will authorize transportation in accordance with the visitation plan component of the child's Family Assessment and Service Plan.

If a transportation expense for home visits is included in the board rate, the Agency is responsible for transportation expenses if the destination is within 50 miles of the facility. If the destination is more than 50 miles from the facility, the Department is responsible for transportation costs, including the first 50 miles.

15. Transition plan

Where directed to do so by the Department, the Agency shall develop a transition plan for Foster Children who will remain in care on or after 18 years of age in accordance with the standards set forth in 18 NYCRR 430.12(j).

16. Credit report

Where directed to do so by the Department, the Agency shall provide or arrange for the provision of credit reports of a Foster Child who has attained 14 years of age and annually thereafter in accordance with the standards set forth in 18 NYCRR 430.12(k) until such child is discharged from Foster Care.

17. Criminal History Record Checks

- a. The Agency shall complete criminal history records checks as required by section 378-a of the Social Services Law (SSL) and applicable state regulations.

b. The Agency shall provide to the Department a copy of the criminal history record summary issued to the Agency by OCFS in accordance with section 378-a of the SSL of all Foster Parents and other adult household members of any foster home in which Foster Children in the care and custody or guardianship and custody of the Department are placed or will be placed.

18. Designation of Staff/Reasonable and Prudent Parent Standard

The Agency agrees that in each child care facility (Institution, group residence, Group Home or Agency Boarding Home) operated by the Agency, the Agency will have present on site at least one employee who is designated and trained to apply the Reasonable and Prudent Parent Standard to decisions involving the participation of Foster Children in the child care facility in age or developmentally appropriate activities in conformance with 18 NYCRR 441.25 and as prescribed by OCFS.

19. Interstate Compact on the Placement of Children

- a. Where directed to do so by the Department, the Agency shall be responsible for the completion and processing of the application for approval of the placement of a Foster Child into another state in accordance with the Interstate Compact on the Placement of Children, as set forth in section 374-a of the Social Services Law.
- b. Where directed to do so by the Department, the Agency shall process applications for certification or approval of a foster home in accordance with 18 NYCRR Part 443 of persons and applications for the approval of adoptive parents in accordance with 18 NYCRR Part 421 referred to the Agency by the Department for the purpose of placement of a child into New York in accordance with the Interstate Compact on the Placement of Children, as set forth in section 374-a of the Social Services Law.

I. CLOSING A FAMILY SERVICES STAGE

The Department has sole responsibility for closing the Family Services Stage.

SECTION IV – FAIR HEARINGS

Pursuant to 18 NYCRR Part 358, the Department shall notify eligible applicants for, or recipients of, services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or the failure of the Department to act upon an application within the appropriate time frames. The Department shall also inform applicants for or recipients of preventive, adoption services or kinship guardianship assistance how to make and submit a fair hearing request. The Department shall provide the Agency with copies of the

fair hearing decision it receives from the State of New York. The Agency, upon the request of the Department, must participate in fair hearings and any appeals thereof as witnesses when necessary for a determination of the issues.

SECTION V – REIMBURSEMENT

The Agency agrees that payment by the Department is contingent upon the Agency submitting an appropriate claim form, which has been approved by the Department, to the person designated by the Department certifying the satisfactory completion of the Agency's performance and setting forth the payment to be made.

The Department shall pay to the Agency, on a monthly basis, within 30 days of receipt of a billing statement, an amount equal to the applicable per diem rate(s) set forth in Schedule A, multiplied by each day of care actually provided by the Agency for each Public Charge placed with it, in accordance with this Agreement; provided, however, payment is not to be made for a child when the child is absent from the Agency for reasons other than those set forth in 18 NYCRR 628.3 and as defined by OCFS in the Standards of Payment Manual, Chapter 10, Section F. Payment will not be made to the Agency for the day the child is discharged from Foster Care.

A per diem dollar amount for each of the program types such as foster boarding home, Agency Boarding Home, Group Home and Institution must be specified in Schedule A which is attached hereto and which is incorporated with this Agreement. When the negotiated per diem rate exceeds the state-established Maximum State Aid Rate (MSAR), the MSAR will be used for purposes of state and federal reimbursement. Such per diem dollar amount shall be subject to the standards set forth in section 398-a of the Social Services Law and 18 NYCRR Part 427.

The medical per diem rate(s) established by the New York State Department of Health constitutes the daily rate established to be paid to the Agency for health expenses and provision of health services to a Foster Child, with some specified exceptions. The medical per diem rate(s) must be set forth in Schedule B.

The applicable tuition rate for the appropriate educational services for children placed in child care Institutions will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

The anticipated total cost of the Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed. The anticipated total cost serves only as an upper limit and in no way obligates the Department to purchase child Foster Care services, maintenance, medical and education costs up to this amount. The

anticipated total cost can be based upon experience during the past Agreement year modified by the anticipated experience during the new Agreement period. This amount includes the estimated cost of maintenance, social services, medical and education costs to the Department.

The total cost of this Agreement may not exceed \$9,000,000.

SECTION VI – GENERAL RESPONSIBILITIES FOR PARTIES

The Agency has the responsibility in accordance with this Agreement and with applicable OCFS regulations for the day-to-day provision of Foster Care services for each child placed with the Agency. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

The Agency must maintain sufficient staff, facilities and equipment, in full compliance with all applicable regulations of OCFS in order to provide the services set forth in Schedule A of this Agreement.

The Agency shall provide the services described in Schedule A of this Agreement at the principal location listed in Schedule A of this Agreement and shall provide the Department with written notification of the location(s) of any additional support services that are provided outside of the aforementioned address(s) in conjunction with the applicable child service plan.

The Department shall notify the Agency of the identity of the person(s) assigned Case Management responsibility for each child receiving Foster Care services from the Agency.

The Department shall notify the Agency of the identity of the person(s) assigned as the Child Protective Services Monitor for the child protective services recipients receiving Foster Care services from the Agency.

The Department shall determine, during the initial client eligibility process, the availability of any third party insurance resources upon placement of the child into Foster Care. Such process must be conducted pursuant to the Child Welfare Eligibility Manual issued by OCFS. When such resources are determined to be available, the Department shall properly code each case and provide the Agency with as much information as is available.

The Department shall provide the Agency with a roster each month of the children in the Department's custody placed with the Agency. This roster will also provide information on third party health insurance through the placement of a code in the column named "Other Insurance." The Agency must pursue all third party health insurance available to children in its care. If the Agency contracts with a health care provider, it must require that the

provider makes diligent efforts to determine if the Foster Children have third party coverage, and must attempt to utilize such coverage when applicable.

SECTION VII - BOOKS, RECORDS AND REPORTS

All case-specific information contained in the Agency's files must be held confidential by the Department and the Agency pursuant to the applicable provisions of the state law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964. Such information must not be disclosed except as authorized by law and unauthorized disclosure may result in criminal and/or civil penalties (see section 422 (12) of the Social Services Law).

The records of individual recipients of services maintained by the Agency must be made available to the Department and OCFS upon request, in a form, the manner and time as required by the Department or OCFS.

The Department and the Agency shall comply with statutory and regulatory standards relating to disclosure of Foster Care information to birth parents of Foster Children, Foster Parents, pre-adoptive and adoptive parents and to current and former Foster Children to the extent authorized by law, including but not limited to, sections 373-a and 409-e of the Social Services Law and 18 NYCRR 357.3 and 428.8.

The Department or the Agency may release Foster Care information to a person, agency, or organization for purposes of a bona fide research project. Identifying information may not be made available unless it is absolutely essential to the research purpose and prior written approval has been issued by OCFS. Anyone given access to such information may not re-disclose such information except as otherwise permitted by law.

The Agency shall maintain financial books, records, and necessary supporting documents as required by OCFS. The Agency must use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Agency shall collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by OCFS.

Such financial and statistical records are subject to inspection, review, excerpts, transcription or audit by authorized county, state and/or federal personnel.

The Agency and its subcontractor(s) shall retain all books, records and other documents relevant to this Agreement for six years after the Agency receives final payment for the services to which they relate, during which time authorized county, state and/or federal

auditors will be provided with full access to and the right to examine the same. In addition, the Agency and its subcontractor(s), must make available, upon written request, this Agreement, and books, documents, papers and records of the Agency or subcontractor(s) that are necessary to certify the nature and extent of such costs involved, to the Secretary of the United States Department of Health and Human Services, or upon request, to the New York State Office of the State Comptroller, New York Attorney General's Office, or any of their duly authorized representatives.

SECTION VIII - ACCOUNTABILITY

The Department shall establish methods to evaluate the provision of Foster Care services by the Agency pursuant to this Agreement. All provisions of this section are to be interpreted consistent with New York State law and applicable regulations. In implementing the foregoing, the Agency recognizes that the Commissioner of the Department, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Agency with regard to the Foster Care services provided to the children referred hereunder.

The Agency agrees that program and/or facility review pertaining to the delivery of Foster Care services under this Agreement 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. Such reviews may include, but not be limited to, meetings with recipients of services, review of the Uniform Case Records including, but not limited to, all information in the CONNECTIONS case records, review of service policy and procedural issues, review of staffing and job descriptions, and meetings with staff directly or indirectly involved in the provision of Foster Care services.

The Department shall conduct an Agreement review with the Agency at least twice a year to discuss the Agency's services purchased by the Department. This review will include, but not be limited to, such items as frequency of contact and planning with families and significant others of Foster Children, scope of service plans and of achieving the goals stated therein, compliance with the state and federal laws, and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Agency and the Department determined these services were necessary. These semi-annual Agreement reviews will include determination of the Agency's compliance with this Agreement.

If the Agency violates this Agreement, the Department may, after due written notice, take such actions or invoke such sanctions under this Agreement and any applicable regulations issued by OCFS, as it deems necessary.

The Agency must not make any subcontract for the performance of this Agreement without the 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 is void without the prior written approval of the Department. All authorized subcontractors are subject to federal and state requirements governing purchase of services contracts including, but not limited to, 18 NYCRR Part 405. The Agency is responsible for the performance of all subcontractor(s).

The Agency covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor will they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Agency's performance of this Agreement. The names and addresses of the members of the Board of Directors of the Agency are to be annexed to this Agreement.

SECTION IX – COMPLIANCE WITH LAW

The Agency represents and agrees to comply with all applicable federal laws, including, but not limited to, 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, the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382) as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188), the Indian Child Welfare Act of 1978 (P.L. 95-608) and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable federal regulations contained in 28 CFR Part 41; 45 CFR Parts 74, 84, 93; 1355 and 1356.

The Agency, its subcontractors, and the Department shall execute and comply with Appendix A, *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*; Appendix B, *Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, from the Code of Federal Regulations*; and Appendix C, *Certification Regarding a Drug-Free Workplace*.

In addition, if the total cost of this agreement is in excess of \$100,000, the Agency must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

If the Agency expends \$500,000 or more in a year in federal funds from all sources, audits must be conducted as required by OMB Circular A-133.

SECTION X – TERMINATION OF AGREEMENT

The Agreement may be terminated by the mutual written agreement of the contracting parties.

The Agreement may be terminated by the Department, for cause, upon the failure to the Agency to comply with the terms and conditions of this Agreement, including the attachments hereto. The Department will give the Agency written notice specifying the Agency's failure.

In addition to the termination provisions set forth above, the Department has the right to terminate this Agreement, in whole or in part, if the Agency has failed, at any time, to comply with any applicable federal, state or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Agency, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Agency fails to secure a new such license, approval or certification during the term of this Agreement, if required.

Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the Agency. The Agency shall not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than 30 days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

Upon termination or upon expiration of the term of this Agreement, the Department shall arrange for the transfer to another Agency of all children covered by this Agreement then serviced by the Agency.

The Agency must comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department within six months any overpayments which have been paid to the Agency pursuant to this Agreement; not incurring or paying any further obligation under this Agreement beyond the termination date; transmitting to the Department or its designee, on written request, copies of all books, records, papers, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement; and transmitting to the Department or its designee, on written request, copies of all case-specific information and documentation concerning children in the care of the Agency. The Agency must comply with all close out

procedures of OCFS regarding Foster Care facilities as set forth in 18 NYCRR 476.2, and regarding foster boarding home programs, including but not limited to, the requirement to provide 90-day written advance notice of the proposed closure of a Foster Care facility or program. The Agency must also comply with the requirements set forth in 18 NYCRR 441.7(f) regarding the proper transfer of case records and the submission of a timely plan relating thereto to OCFS.

SECTION XI – INDEMNIFICATION AND INSURANCE

The Department and the Agency agree that the Agency is an Independent Contractor and is not an employee of the Department, the County or the State of New York. The Agency agrees to indemnify the County and the State of New York for any loss the County or the State of New York may suffer if such losses result from the claims of any person or organization (excepting only the County) injured by the negligent acts or omissions of the Agency, its officers and/or its employees or subcontractor(s). Furthermore, the Agency agrees to indemnify, defend, and save harmless the State of New York, the County, and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firm, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use or disposition of any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

The Agency 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 and specified in Addendum B attached to this Agreement. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Agency's insurance company, agent or broker.

The completed and signed Insurance Certificate is subject to approval by the Oneida County Department of Law and upon approval will be attached to this Agreement and become a part hereof.

The Agency further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Agency from the rotation list, the removal of clients, the cessation of client Referrals, and termination of this Agreement, if the Agency 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.

IN WITNESS HEREOF:

The parties hereto have executed this Agreement as of the day and year first above written.

Oneida County:

Anthony J. Picente, Jr., County Executive

Date

Department of Social Services:

Colleen Fahy-Box, Interim Commissioner

Date

Approved:

Maryangela Scalzo, Assistant County Attorney

Date

(Name of Agency)

By: _____
Executive Director

Date

STATE OF NEW YORK)
COUNTY OF _____)

On this _____ day of _____, 20__,

personally came _____ before me, to be known, who being duly sworn, did depose and say that (s)he resides in _____; that (s); he is an (the) _____ of the corporation described herein and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her/his name thereto by like order.

My Commission expires

Appendix A

Rev.4/15/05

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

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

(2). Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity

(Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

Appendix B

Rev. 4/15/05

Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions

By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

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

Appendix C

Rev.4/15/05

Certification Regarding a Drug-Free Workplace

(A). 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 6. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five). 8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

(B). Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will-(1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph

(d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

(C). Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Schedule A. PROGRAM NARRATIVE

(Instructions to Agency) The following narrative should be completed by the Agency, in order to present an accurate description of the agency's programs. This narrative will be used to substantiate claims for federal reimbursement.

A. Program Narrative

Agency's Name and Address

Foster Care Programs Provided by Agency

(Institution, group residence, Group Homes, Agency Boarding Homes, Foster Family Boarding Homes, educational services, etc. Include details on all programs, including goals and objectives.)

List of locations of all agency facilities to be used in providing services.

Persons served (ages, sex, geographic limitation, if any; number to be served by program, etc.).

Services of agency programs: include description of all those services which are provided, including those defined in the Consolidated Services Plan (CSP), as well as any other services, such as day services, educational services, medical care and adoption services. Indicate types and numbers of staff providing services.

Self-evaluation Procedures – description of agency procedures for evaluating program effectiveness.

Admission Policies and Procedures – description of Referral process, agency requirements for reports, pre-placement visits, etc.

Schedule B. REIMBURSEMENT RATES

The following schedule of Foster Care payments presents maintenance, medical, and education rates which will be paid under this contract.

Program Name (List each program name and type, e.g., Children's House – HTP Institution)	Maintenance Per Diem	Effective Date (Maintenance Per Diem)	Medical Per Diem	Effective Date (Medical Per Diem)

Education Rate (tuition)

(Include applicable tuition rates either calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable statutes of Education Law governing tuition reimbursement for children placed in child care Institutions. Also, attach a school calendar.)

Special act school district _____
 On-campus school _____
 Other school program _____

The total cost of this contract may not exceed \$9,000,000.

Schedule C: DEPARTMENT OPTIONS

[The Department is to indicate which entity will be responsible for each task]

Contract Task / Responsibility	Department	Agency with Case Planning Responsibility	Agency of Associated Caseworker
Family Services Intake (FSI)	X		
Completion of FSI	X		
# of days for Agency submission of FSI: (insert #)	5		
# of days for Dept. acceptance of FSI: (insert #)	5		
Completion of CPS safety and risk assessment – Initial Family Assessment and Services Plan (FASP)	X		
Completion of CPS safety and risk assessment - Comprehensive/Reassessment FASPs		X	
Required completion of plan amendment for a change to visiting plan (Department option)		X	
Convene and hold Service Plan Review conference		X	
Arrange and hold Case Consultation		X	X
Identification of Third Party Reviewer for Service Plan Review (SPR)		X	
Prepare Permanency Hearing Report		X	
Number of days for Agency to accept/reject initial Referral of child: (insert #)		Immediate-10situation based	
Set initial child program choice(s) and a permanency planning goal	X		
		X	
Foster Care Activities			
Continuing exploration and development of permanency alternatives for child over 14		X	
Arrangement for/provision of life skill services for child over 14		X	
Require child participation in design of activities to prepare for transition to self-sufficiency.		X	
Issue monthly stipend payments to child, 16 years or older, with a Planned Permanency Goal (PPG) of discharge to Another Planned Living Arrangement with a Permanency Resource.	X		
Assistance to establish contact with service providers and community resources	X	X	
Provision of written 90-day notice of discharge	X	X	
Services and supervision during trial discharge	X	X	
Post-discharge supervision	X	X	
Transition plans	X	X	X

Credit reports		X	X
	X		
Legal Activities			
File petition for permanency hearing Complete Permanency Hearing Report File Permanency Hearing Report	X	X	
1089 Orders: Follow through on the necessary legal aspects of legally freeing a child for adoption.	X		
	X	X	X
Adoption Activities			
Identification of appropriate adoptive home	X	X	
Recording of information (FASP, and movement, legal, adoption activities) in CCRS until implementation of CONNECTIONS Build 19	X		

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 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)

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

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

NOTICES

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

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

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

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

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

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

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

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

REPORTS AND DELIVERABLES

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

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

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains,

or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

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

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

PUBLICATIONS AND COPYRIGHTS

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

or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

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

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this

AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice

established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

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

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

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

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

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

The Contractor agrees that all agreements between the Contractor and a subcontractor or

consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

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

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

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of

any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.

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

- b. Abuse and Molestation coverage must be included.

- c. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

2. Workers' Compensation and Employer's Liability

- a. Statutory limits apply.

3. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 each accident.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- c. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

4. Commercial Umbrella

- a. Umbrella limits must be at least \$1,000,000.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

5. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 annual aggregate.

- a. Coverage for Abuse and Molestation.
- c. Waiver of Subrogation: the Contractor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- d. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
- e. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from

the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

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

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

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No 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.

St. Anne Institute
NAME OF CONTRACTED AGENCY

Anthony G. Cortese - CEO
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Handwritten Signature]
SIGNATURE

3/30/18
DATE

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

I, the undersigned, an employee of _____, (the
Name of Contract Agency

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

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

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

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

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

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

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

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

Print Name: _____
Signature: _____
Title: _____
Date: _____
Witness: _____

ADDENDUM -- STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 1st day of July, 2018, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as “HIPAA,” as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County’s clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.



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

January 2, 2018

FN 20 18-163

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the Amended 2017 Purchase of Service Agreement between 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.

This Amended Agreement begins on **January 1, 2017 and ends on December 31, 2017**. The amended funding for the **2017** year will be **\$1,264,306.00** from **\$1,239,523.00** which reflects an increase in OASAS State Aid in the amount of **\$24,783.00** for a one-time funding increase to the Residential program for new furniture. This amount reflects **100%** OMH and OASAS State Aid funding for **2017**.

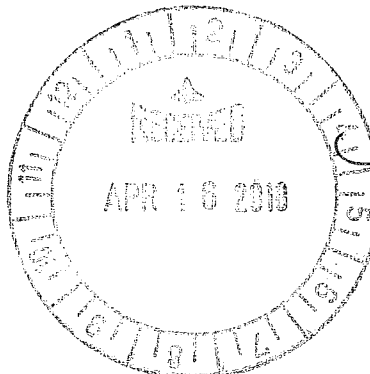
Thank you very much for your time and consideration of this request. I would be pleased to respond to and questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner

REO/ts
Encs.



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 4-16-18

Oneida Co. Department: MENTAL HEALTH

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Rescue Mission of Utica, N.Y.
293 Genesee Street
Utica, NY 13501

Title of Activity or Service: Enriched Single Room Occupancy (ESRO)
Addictions Crisis Center

Proposed Dates of Operation: January 1, 2017 through December 31, 2017
(AMENDMENT)

Client Population/Number to be Served:

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.

c. Peer Advocate Program

Provides peer support for adults with mental illness.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals helping 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 in concert with the NYS Division of Budget (DOB) and in conjunction with NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

Total Funding Requested: \$1,264,306.00

Account #A4310.49522

Oneida County Dept. Funding Recommendation: \$1,264,306.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$1,264,306.00

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: Amendment increase of OASAS funding in the amount of \$24,783.00 for new furniture under the program code 3600 – Residential Services. Also, the Provider Agency has moved its principal offices to 293 Genesee Street, Utica New York 13501. Services will continue to be offered at the 212 Rutger Street, Utica New York 13501 location.

Total Budget is represented by:

$\$334,870.00 = 26\% \text{ OMH Funding} / \$929,436.00 = 74\% \text{ OASAS Funding}$

AMENDMENT

THIS AMENDMENT between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the “County,” and The Rescue Mission of Utica, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 212 Rutger Street, Utica New York 13501, hereinafter referred to as the “Provider Agency.”

WITNESSETH

WHEREAS, the County and the Provider Agency have entered into an Agreement with a term from January 1, 2017 through December 31, 2017, hereinafter referred to as the “Original Agreement” (County contract no. 11330), a copy of which is attached hereto as Attachment “A;” and

WHEREAS, the New York State Office of Alcoholism and Substance Abuse Services, hereinafter referred to as “OASAS,” has provided an increase in funding of \$24,783.00, with which the Provider Agency shall provide new furniture under its Residential services program;

WHEREAS, due to the changes in funding listed above, the parties desire to amend the Original Agreement as stated herein.

WHEREAS, the Provider Agency has moved its administrative offices to 293 Genesee Street, Utica New York 13501, continuing to maintain its current location of 212 Rutger Street, Utica New York 13501 for services.

NOW THEREFORE, in consideration of the mutual promise made herein, the two parties hereto agree as follows:

1. The Original Agreement shall be amended by adding subsection C to Section 2, entitled “Scope of Services,” so that it reads as follows:

(C) Provide new furniture under the Residential Services program as a one-time-only funding.

2. Section 3 of the Original Agreement shall be amended to read as follows:

For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of One Million Two Hundred Sixty-Four Thousand Three Hundred Six Dollars and no cents (\$1,264,306.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

3. The Provider Agency's Contract Budget for the term of the Original Agreement, which was annexed to and made part of the Original Agreement as Appendix A, shall be amended by replacing the Appendix A that annexed to the Original Agreement with the Appendix A attached to this Amendment.
4. All other terms of the Original Agreement shall remain in effect without change or alteration.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.

IN WITNESS THEREOF, the County and the Provider Agency have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

By: _____ Date _____
Anthony J. Picente, Jr.
Oneida County Executive

By: Robin E. O'Brien _____ Date 4/10/18
Robin E. O'Brien
Commissioner, Department of Mental Health

RESCUE MISSION OF UTICA, INC.

By: Thomas Wattles _____ Date 3/20/18
Thomas Wattles
President, Board of Directors

By: James Haid _____ Date 2/25/18
James Haid
Executive Director

Approved

By: _____ Date _____
Raymond F. Bara, Esq.
Assistant County Attorney

Rescue Mission of Utica NY

APPENDIX A
CONTRACT BUDGET 2017

OMH	\$334,870.00
OASAS	\$929,436.00
Total State Aid	\$1,264,306.00
County Funds	<u>\$0.00</u>
TOTAL FUNDING	\$1,264,306.00

	No. of Payments	Total Amount
OMH		
Monthly Voucher Amount January through November	11	\$306,955.00
Final Voucher Amount for December	1	<u>\$27,915.00</u>
		\$334,870.00
OASAS		
Monthly Voucher Amount January through November	11	\$829,257.00
Final Voucher Amount for December	1	<u>\$100,179.00</u>
		\$929,436.00

APPENDIX B
STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, and thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executory or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of 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 this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Workers' Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

AGREEMENT

THIS AGREEMENT between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and RESCUE MISSION OF UTICA, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 212 Rutger Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State, hereinafter referred to as the "State," Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the Oneida County Department of Mental Health; and

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2017 through December 31, 2017 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - A) Provide a 52-bed Enriched Single Room Occupancy (ESRO) Residential Program (also referred to as the Enriched Living Center) for adults diagnosed with mental illness. Services include: medication management, assistance with activities of daily living, service coordination for health and psychiatric services, general counseling related to symptom management, crisis intervention and transportation to appointments. There is an emphasis on support and education to develop skills for independence, accessing community resources and skills for safety and self-care. We access pharmacy services for medications, phlebotomy services are performed on site and representative payee services are available. We coordinate with community Adult Day Health Care Programs, Employment & Vocational Services, and Social & Recreational activities through community agencies. These will be provided with adherence to the NYS OMH regulations;
 - B) Operate a 20-bed Addiction Crisis Center (ACC) consistent with NYS OASAS regulations for a medically monitored facility. ACC will provide 24 hour oversight to chemically

dependent individuals suffering a situational crisis and/or at risk of relapse. Services include screening, assessment, and linkage to treatment.

3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of One Million Two Hundred Thirty-Nine Thousand Five Hundred Twenty-Three Dollars and no cents (\$1,239,523.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court. The payment schedule will be based upon submission of an Oneida County Voucher to the Department of Mental Health. Annexed hereto and made part hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

4. The County will make State Aid Payments either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.

5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

(A) It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status; that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

(B) Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

(C) The Provider Agency and its employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

(D) Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

(E) Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, 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). Provider Agency shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

(F) The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

(G) If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

(H) The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. The Provider Agency agrees, where applicable, to provide any and all Services, authorized by this agreement or other license or certification, to individuals involved in the NYS OMH Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.

8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency agrees to submit to the County on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th) a Quarterly Financial

Analysis, Performance Analysis, and Service Utilization Report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:

(A) Office of Persons with Developmental Disabilities (OPWDD) Budgets for the current year is required to be received by the County by February 1st;

(B) Office of Alcoholism and Substance Abuse Services (OASAS) Estimated Claims for the prior year are required to be received by the County by April 15th.

(C) Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) Extension Requests for the prior year OMH CFR are required to be received by the County by April 15th.

(D) OMH, OASAS and OPWDD (Full) Audited CFR for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th. An OPWDD Estimated CFR is required by this date if an extension was filed. An OASAS Estimated Claim is required to be received by this date; no extension allowed for OASAS CFRs.

(E) Fully Audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an Estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.

(F) OASAS Mid-Year Claim for the current year is required to be received by the County by August 15th.

(G) OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.

(H) OMH CBRs for the current year are required to be received by the County by October 15th.

10. The Provider Agency shall submit a copy of the following reports during the first quarter of each Fiscal Year:

(A) Disaster Response Plan. In addition the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters.

(B) Accounting System & Financial Capability Questionnaire (where applicable).

(C) Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.

(D) Annual Audit and Financial Reports.

(E) Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than OMH, Office of Alcoholism & Substance Abuse Services (OASAS), and Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

12. The Provider Agency further covenants and agrees to indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all loss or expenses

that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claims for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Provider Agency, in connection with this Agreement.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida must be named as an "Additionally Insured" on a "primary and non-contributing basis" as part of the Provider Agency's insurance policies. Proof of all three types of insurance coverage must be provided to the County at the time of the execution of this contract. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.

(A) The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.

(B) Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

(C) If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this contract and jurisdiction and venue shall lie within the State of New York.

16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

(A) It is expressly understood that as a Provider Agency for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

(B) Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

(i) They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

(a) The Provider Agency will only access confidential information for which there is a need to know; and

(b) The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.

(c) The Provider Agency will not misuse confidential information or carelessly handle confidential information.

(ii) The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.

(iii) The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

(iv) The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

(v) The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.

(vi) The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.

17. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.

The Provider Agency shall 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."

18. The Provider Agency agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Statewide Central Register. The Provider Agency shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.

19. The Provider Agency 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.

20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for his 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.

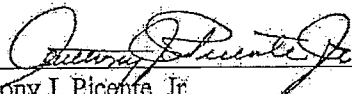
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

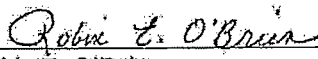
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.

23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

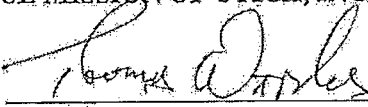
IN WITNESS WHEREOF, the parties herein have hereunto set their hands the day and year first above written.

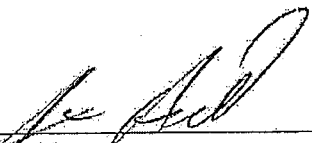
COUNTY OF ONEIDA

By:  4-18-17
Anthony J. Picante, Jr. Date
Oneida County Executive

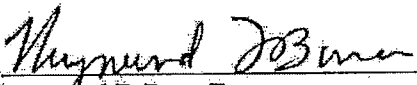
By:  4/10/17
Robin E. O'Brien Date
Commissioner, Department of Mental Health

RESCUE MISSION OF UTICA, INC.

By:  4-19-17
Thomas Wattle Date
President, Board of Directors

By:  2/9/17
James Haid Date
Executive Director

Approved

By: 
Raymond F. Bara, Esq.
Assistant County Attorney

Ulrica Rescue Mission

APPENDIX A
CONTRACT BUDGET 2017

OMH	\$334,870.00
OASAS	\$904,653.00
Total State Aid	\$1,239,523.00
County Funds	\$0.00
TOTAL FUNDING	\$1,239,523.00

	No. of Payments	Total Amount
OMH		
Monthly Voucher Amount January through November	11	\$306,955.00
Final Voucher Amount for December	1	\$27,915.00
		\$334,870.00
OASAS		
Monthly Voucher Amount January through November	11	\$829,257.00
Final Voucher Amount for December	1	\$75,396.00
		\$904,653.00

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, and thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executory or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators; Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than Individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are Individuals). As required by the Drug-Free Workplace act of 1988, and Implemented at 34.CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(II); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Workers' Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street
Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

February 16, 2018

FN 20 17-164

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the **2018-2020 Purchase of Service Agreement** between the Oneida County Department of Mental Health and **Dianna Cianfrocco, LCSW, PLLC** for your review and signature. If this meets with your approval please forward this to the Board of Legislators upon completing your review.

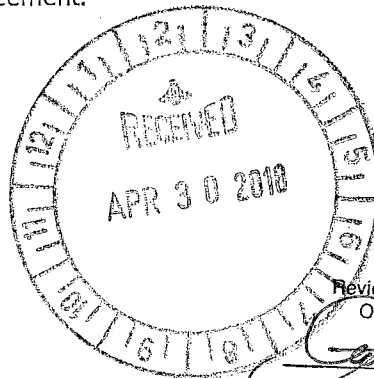
This Agreement is in effect from **January 1, 2018 and ends December 31, 2020**. The funding amount per year will be a maximum of **\$24,000.00** each year with a total contract term amount of a maximum of **\$72,000.00, 100% OMH State Aid funding**.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien

Robin E. O'Brien
Commissioner



REO/ts
Encs.

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 4-30-18

Oneida Co. Department: MENTAL HEALTH

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Dianna Cianfrocco, LCSW, PLLC
410 Hickory Street
Rome, NY 13440

Title of Activity or Service: Mental Health Assessment Services

Proposed Dates of Operation: January 1, 2018 through December 31, 2020

Client Population/Number to be Served: Oneida County residents needing mental health services

Summary Statements

1) Narrative Description of Proposed Services

- a. Complete client psychosocial/risk assessments and mental health evaluations and Investigations related to the Assisted Outpatient Treatment (AOT) program under Section 9.60 of the New York State Mental Hygiene Law;
- b. Provide services relating to Assisted Outpatient Treatment cases that will include the review of clinical records, report preparation, consultation with service providers, and development of Assisted Outpatient Treatment Court Order or Service Enhancement;
- c. Perform such duties as may be required to facilitate Emergency Admissions pursuant to Section 9.45 of the New York State Mental Hygiene Law on behalf of the Director of Community Services;
- d. Provide Residential Treatment Facility (RTF) referral training, assistance with client case review, and Serve as a clinical consultant to the Single Point of Access and Accountability (SPOA/A) coordinators on an as-needed basis, where the Consultant shall review client case specifics to determine program referrals for the best possible outcome for each client.

2) Program/Service Objectives and Outcomes:

To assist the department complete and timely mental health evaluations, emergency admissions and assist with paperwork associated with program referral processes.

3) Program Design and Staffing: (N/A)

Total Funding Requested: \$72,000.00 **Account #** A4310.196

Oneida County Dept. Funding Recommendation: \$72,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State \$

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: 100% OMH State Aid Funded up to \$24,000 per year for a 3-year contract term.

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **Dianna Cianfrocco, LCSW, PLLC**, having its principal address located at 410 Hickory Street, Rome, New York 13440, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Consultant hereby warrants that it has the proper and necessary education, training, experience, and licenses to act as a provider and resource to and for the Oneida County Department of Mental Health;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2018 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Consultant shall:
 - a. Complete client psychosocial/risk assessments and mental health evaluations and Investigations related to the Assisted Outpatient Treatment (AOT) program under Section 9.60 of the New York State Mental Hygiene Law;
 - b. Provide services relating to Assisted Outpatient Treatment cases that will include the review of clinical records, report preparation, consultation with service providers, and development of Assisted Outpatient Treatment Court Order or Service Enhancement;
 - c. Perform such duties as may be required to facilitate Emergency Admissions pursuant to Section 9.45 of the New York State Mental Hygiene Law on behalf of the Director of Community Services;
 - d. Provide Residential Treatment Facility (RTF) referral training, assistance with client case review, and Serve as a clinical consultant to the Single Point of Access and Accountability (SPOA/A) coordinators on an as-needed basis, where the Consultant shall review client case specifics to determine program referrals for the best possible outcome for each client.

3. Compensation. The County will reimburse the Consultant for the services rendered pursuant to this Agreement as follows:
 - a. A maximum of two hundred fifty dollars and no cents (\$250.00) for each completed initial client psychosocial/risk assessment and mental health evaluation and investigation related to the Assisted Out Patient Treatment (AOT) Program under section 9.60 of the New York State Mental Hygiene Law;
 - b. A maximum of one hundred fifty dollars and no cents (\$150.00) for each completed updated client psychosocial/risk assessment and mental health evaluation and investigation related to the Assisted Outpatient Treatment (AOT) Program under Section 9.60 of the New York State Mental Hygiene Law;
 - c. Fifty Dollars and No Cents (\$50.00) per hour for time spent facilitating Emergency Admissions pursuant to Section 9.45 of the New York State Mental Hygiene Law on behalf of the Director of Community Services.
 - d. Fifty-Five Dollars and No Cents (\$55.00) per hour for time spent providing Residential Treatment Facility (RTF) referral training, and serving as a clinical Consultant to the Single Point of Access and Accountability (SPOA/A) coordinators with client case review to determine appropriate program referral.
 - e. Payment will be made after submission of a duly prepared Oneida County Voucher to the Department of Mental Health. The County will make payments either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Consultant.
4. The Consultant agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Consultant; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
5. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Consultant to the County shall be that of an Independent Contractor. The Consultant and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Consultant and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Consultant warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Consultant and County

- agree that Consultant is free to undertake other work arrangements during the term of this Agreement, and may continue to make its or its services available to the public.
- c. The Consultant shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Consultant acknowledges and agrees that neither Consultant, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Consultant shall be solely responsible for applicable taxes for all compensation paid to Consultant or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Consultant shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
 - f. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Consultant's Independent Contractor status, it is agreed that both the County and the Consultant shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Consultant agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
6. The Consultant agrees, where applicable, to provide any and all Services, authorized by this agreement or other license or certification, to individuals involved in the NYS OMH Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Consultant further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.
 7. The Consultant shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
 8. The Consultant shall perform all services under this Agreement in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Consultant that agencies and departments of New York State other than the New York State Office of Mental Health (OMH), the New York State Office of

Alcoholism & Substance Abuse Services (OASAS), and the New York State Office of Persons with Developmental Disabilities (OPWDD) may promulgate these rules and regulations.

9. The Consultant agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Consultant, its officers and/or employees or subcontractors. Furthermore, the Consultant agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Consultant in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.
10. The Consultant shall obtain and maintain professional liability insurance with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. The Consultant shall maintain a Workers Compensation and Employers Liability policy at statutory New York limits, if applicable. Proof of insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Consultant must provide the County proof of insurance consistent with the requirements listed above. Failure to do so may result in the immediate termination of this Agreement.
11. Consultant waives all rights against Oneida County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
12. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Consultant fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Consultant becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Consultant.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Consultant prior to the termination of this Agreement that are pursuant to and after Consultant compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of

termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

- c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

13. The Consultant agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

- a. It is expressly understood that as a Consultant for the Oneida County Department of Mental Health, the Consultant may and will receive confidential information from the Department of Mental Health and this information may have been received from other independent contractors and/or licensed agencies. The Consultant agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

- b. Accordingly, as a condition of and in consideration of access to confidential information, the Consultant promises that:

- i. It will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the SPOA/A program. This means, among other things, that:

- A. The Consultant will only access confidential information for which there is a need to know; and

- B. The Consultant will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and

- c. The Consultant will not misuse confidential information or carelessly handle confidential information.

- ii. The Consultant will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Consultant accepts responsibility for all activities undertaken using any access code and other authorization.

- iii. The Consultant will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

- iv. The Consultant understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

- v. The Consultant understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course

of providing services under this Agreement, the Consultant will safeguard the confidentiality of all confidential information.

- iv. The Consultant will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.
14. The Consultant agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Consultant is provided with any confidential HIV related information during the course of providing services and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, it shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.
 - a. The Consultant shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
 18. The Consultant agrees that, as a mandated reporter pursuant to New York Social Services Law Section 413, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Consultant shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.
 19. The Consultant is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
 20. The Consultant shall not be required to attend or undergo any training by the County. The Consultant shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
 21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A is the Standard Oneida County Contract Addendum, which includes additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

By: _____ Date _____
Anthony J. Picente, Jr.
Oneida County Executive

By: Robin E. O'Brien _____ Date 4/18/18
Robin E. O'Brien
Commissioner, Department of Mental Health

CONSULTANT

By: Dianna Cianfrocco, LCSW, PLLC _____ Date 4/20/18
Dianna Cianfrocco, LCSW, PLLC

Approved

By: _____
Raymond F. Bara, Esq.
Assistant County Attorney

STANDARD ONEIDA COUNTY CONTRACT 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, and thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executory or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of 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 this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Workers' Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.



Oneida County

Anthony J. Picente, Jr.
County Executive

Office for the Aging & Continuing Care

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424 Phone 315-798-5456 Fax 315-768-3658 E-mail.ofa@ocgov.net

March 28, 2018

FN 20 18-165

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 submitting the following Purchase of Service Agreement between the Oneida County Office for the Aging and Continuing Care and Homemakers of the Mohawk Valley, Inc., dba CareGivers for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

Under this Purchase of Service Agreement, CareGivers will provide homecare services for elderly homebound individuals. Homecare is provided as part of a New York State program that provides personal care to frail seniors through the Expanded In-Home Services for the Elderly Program (EISEP). CareGivers is one of four home care agencies that provides these services for Oneida County. The total amount of this Agreement is \$195,615.00, which consists of 75% state funds (\$146,711.25) and 25% County funds (\$48,903.75). This Agreement commences April 1, 2018 and terminates March 31, 2019.

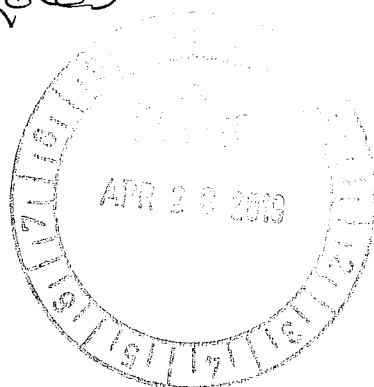
I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/jc

Enclosure



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-18-18

Oneida Co. Department: OFA/OCC

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Homemakers of the Mohawk Valley, Inc. d/b/a
CareGivers
2465 Sheridan Drive
Tonawanda, New York 14150

Title of Activity or Service: Home Health Care Agency

Proposed Dates of Operation: April 1, 2018 through March 31, 2019

Client Population/Number to be Served: Approximately 92 individuals, age 60 or above

Summary Statements:

1) Narrative Description of Proposed Services

To provide non-medical homemaker/personal care services to Oneida County residents age 60 and older who are functionally impaired in at least one Activity of Daily Living (i.e., bathing, dressing, toileting) or two Instrumental Activities of Daily Living (i.e., housekeeping, shopping, and preparing meals).

2) Program/Service Objectives and Outcomes:

- To provide personal care services to frail, disabled, or homebound individuals who are limited in their activities of daily living.
- Usual tasks that may be performed by the Housekeeper/Chore Worker (PCA Level I) include:
 - Making/changing beds, dusting/vacuuming, light cleaning of kitchens, bedrooms and bathrooms, dishwashing, shopping for client, laundering, and transportation to various appointments and community activities.
- Usual tasks that may be performed by the Personal Care Worker (PCA Level II) include:
 - All of PCA Level I tasks as well as bathing, dressing, grooming, assistance with toileting, preparation of meals, feeding, and administering medications.

3) Program Design and Staffing

Personal Care Workers will provide a variety of services that include physically assisting clients with medical needs. Housekeeper/Chore Workers will provide clients with assistance with regular housekeeping and chores. Designated qualified supervisors will train both PCA I and PCA II workers and make regularly scheduled visits to the clients home to ensure the client's satisfaction with their services

Total Funding Requested: \$195,615.00 Account #: A6774.49599

Oneida County Dept. Funding Recommendation: \$195,615.00

Proposed Funding Sources (Federal \$/ State \$/County \$):

Federal: 0% (\$0) State: 75% (\$146,711.25) County: 25% (\$48,903.75)

Cost Per Client Served: \$20.00 per hour for homemaker/personal care worker (PCA Level II)
\$19.50 per hour for housekeeper/chore worker (PCA Level I)

Past Performance Data: Current provider of personal care services for OFA EISEP clients.

O.C. Department Staff Comments: N/A

AGREEMENT

This is an Agreement made by and between **HOMEMAKERS OF THE MOHAWK VALLEY, INC. d/b/a/ CAREGIVERS**, a domestic business corporation organized and existing under the laws of the State of New York, located at 2465 Sheridan Drive, Tonawanda, New York 14150, having service locations at 1900 Genesee Street, Utica, New York 13502, and 111 East Chestnut Street, Suite 205, Rome, New York 13440, hereinafter collectively referred to as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its offices located at 800 Park Avenue, Utica, New York 13501, by and through its **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter collectively referred to as the "**COUNTY**," each party to the Agreement shall be individually referred to as the "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSEP, CSI, SNAP, HIICAP, MIPPA/SHIP, and County of Oneida funds; and

WHEREAS, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services, and contracts funded through the **COUNTY**; and

WHEREAS, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with federal, state and local statutes, policies, rules and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **TERM OF AGREEMENT**

A. The terms of this Agreement shall commence **April 1, 2018 and terminate March 31, 2019**.

B. The **COUNTY** and the **CONTRACTOR** may negotiate this Agreement annually. 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.

2. SCOPE OF SERVICES- EISEP/III-E SERVICES

A. The **CONTRACTOR** shall provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the **COUNTY'S** EISEP/III-E Programs. The **CONTRACTOR** shall provide homemaker/personal care (PCA Level II) and housekeeper/chore (PCA Level I) services to those Oneida County residents who are age sixty (60) or older and who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activities of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) or older and who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activities of Daily Living (hereinafter collectively known as the "Client" or "Clients").

B. The **CONTRACTOR** and **COUNTY** agree that all EISEP/III-E funded homemaker/personal care (PCA Level II), housekeeper/personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the **CONTRACTOR** shall be prior approved and authorized by the Client's Case Manager and pursuant to the Client's Home Care Plan.

C. The **CONTRACTOR** and **COUNTY** agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Health regulations for the Medicaid Program.

D. The **COUNTY** and **CONTRACTOR** agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite service Clients shall be provided environmental support and personal care functions.

E. The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) aide/associate in accordance with New York State regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the Client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)

- 4) some or total assistance with dishwashing; (Level I & II)
- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the Client; (Level I & II)
- 7) some or total assistance with Client's laundry; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the Client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails, teeth, and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the Client on and off the bedpan, commode or toilet; (Level II)
- 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)
- 18) some assistance, at the request of the Client, with self-administration of medication, including prompting Client of time, bringing the medication to the Client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the Client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to Clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II)
- 21) assistance with changing of simple dressings. (Level II)

F. For the activities described herein, the measure of a unit is equal to one (1) hour of service to or on behalf of the Client.

G. The **CONTRACTOR** agrees to assign a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

H. The **COUNTY** and **CONTRACTOR** agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community respite aides/associates shall have a designated qualified supervisor(s) who shall ensure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite aide/associate as (s)he carries out duties and responsibilities.

I. The **CONTRACTOR** understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) aide/associate is to provide services to the Client;
- 2) demonstrate and instruct the aide/associate and the Client concerning specific tasks to be performed in accordance with the Client's Home Care Plan;
- 3) provide information concerning the **CONTRACTOR**;
- 4) clarify the roles and responsibilities of the aide/associate, the Client, and the supervisor in relation to the Client's Home Care Plan;
- 5) conduct scheduled visits to the Client's home at least every six (6) months;
- 6) conduct unscheduled visits to the Client's home at least one (1) time a year;
- 7) evaluate the aide/associate's performance of the required tasks;
- 8) provide to the aide/associate appropriate information, consultation, instruction and demonstration as needed;
- 9) determine the extent to which Client needs are appropriately and adequately being met;
- 10) follow-up, as specified by the Client's Case Manager, to report the findings of the supervisory visit; and
- 11) provide an opportunity to discuss in private with the Client or Client's authorized representative the service being provided.

J. When a service promised by the **CONTRACTOR** for a scheduled assignment cannot be met or the Client is not available to receive services, or a change in the Client's condition, including death or hospitalization, the **CONTRACTOR** must notify the **COUNTY** immediately via the approved fax form.

K. Any incident that occurs in an aide/associate's presence that affects the health or well-being of a Client must be reported immediately in writing to the **COUNTY** on the specified fax form.

L. The **CONTRACTOR** shall provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and respite aides/associates with training as required by the New York State Department of Health. Each aide/associate shall be instructed on how to work with the elderly. Each aide/associate shall receive an orientation, prior to delivering any in-home services.

M. Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the aide/associate may/may not perform;
- 2) the policies and procedures of the **CONTRACTOR'S** agency; and
- 3) the rights of Clients as set forth in the EISEP standards and regulations.

N. MEDICAID PROCEDURES:

- 1) The **CONTRACTOR** and **COUNTY** agree that non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to individuals in adult residential care facilities which had previously been provided by such facility.
- 2) The **COUNTY** shall assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the Clients.
- 3) The **CONTRACTOR** shall bill Medicaid and credit the **COUNTY** for the billed amount for any EISEP/III-E Client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date. The **COUNTY** shall process prior approvals for Medicaid billing for services provided in this section.
- 4) The **COUNTY** shall notify the **CONTRACTOR** of Client approval for Medicaid.
- 5) The **CONTRACTOR** shall credit the **COUNTY** for Medicaid payments received.
- 6) The **CONTRACTOR** and the **COUNTY** shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.
- 7) The **COUNTY** shall process prior approvals for Medicaid billing for services provided in this section.
- 8) The **CONTRACTOR** shall work in cooperation with the **COUNTY** to develop a comprehensive service delivery system for the EISEP/III-E Program.

O. Notwithstanding any other provisions in this Agreement, the **CONTRACTOR** and the **COUNTY** remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both **CONTRACTOR** and **COUNTY** staff to the Home Care Plan established for the Clients.

P. The **COUNTY** shall provide the **CONTRACTOR** with a Home Care Plan, confirmation of documentation, and a PCA approval form for each Client. This documentation shall be provided at the time of referral and every six months thereafter. It is the responsibility of the **COUNTY** to develop the Client's Home Care Plan according to regulations and to obtain required physician(s) orders related to the **COUNTY** services being provided by the **CONTRACTOR**. It is also understood that a registered nurse from the **COUNTY** will review and sign all approved Home Care Plans. If there is a change in a Client's condition, a new home assessment or new physician orders, a revised Home Care Plan shall be developed by the **COUNTY** and a copy sent to the **CONTRACTOR** at that time.

3. PERFORMANCE OF SERVICES

A. The **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The **CONTRACTOR** shall use the **CONTRACTOR'S** best efforts to perform the services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the Client or Client's caregiver in order to determine the location, method, details, and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The **CONTRACTOR** may, at the **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners (collectively, the "Assistants") as the **CONTRACTOR** deems necessary to perform the services. The Assistants are not and shall not be deemed employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide the Assistants with any salary or benefits. The **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the **COUNTY**, in compliance with any and all applicable federal, state or local laws and regulations.

C. The **CONTRACTOR** acknowledges and agrees that the **CONTRACTOR** and its Assistants have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

D. The **CONTRACTOR** shall inform the **COUNTY** within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The **CONTRACTOR** maintains the right to do so at any time, and the **COUNTY** maintains the right to contract with other individuals or entities to perform the same services.

4. REIMBURSEMENT FOR SERVICES

A. It is agreed and understood by all Parties that the **COUNTY** shall reimburse the **CONTRACTOR** for EISEP/III-E services which are provided in accordance with the terms and conditions of this Agreement, the Community Services for the Elderly Program (CSEP), and the Caregiver Support III-E grants.

B. The **COUNTY** shall reimburse the **CONTRACTOR** the rates of **\$20.00 per hour** for homemaker/personal care (PCA Level II), and **\$19.50 per hour** for housekeeper/chore (PCA Level I) services.

C. The total payments for this Agreement shall not exceed One Hundred Ninety-Five Thousand Six Hundred Fifteen Dollars (**\$195,615.00**).

D. Reimbursement is payable in twelve (12) monthly vouchers as specified in the Oneida County Office for the Aging 2018-2019 Voucher Instructions for Units of Service Contracts, attached hereto as **APPENDIX C**.

E. The **COUNTY** shall not be liable for any late fees or for any interest on late payments.

F. The obligations of the Parties hereunder are conditioned upon the continued availability of state and **COUNTY** funds. Should funds become unavailable or should appropriate state and **COUNTY** officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

G. The **COUNTY** reserves the right to withhold payment under this Agreement due to **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for reasons including but not limited to:

- 1) defective services;
- 2) third party claims;
- 3) failure of the **CONTRACTOR** to pay its subcontractors, if any;
- 4) damage to the **COUNTY**; or

5) failure to carry out the services in accordance with this Agreement.

H. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

5. **TRAINING**

A. The **CONTRACTOR** shall not be required to attend or undergo any training provided by the **COUNTY**, other than those trainings mandated by the Federal, State or Local Law and Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulation necessary to perform the services described herein, the **CONTRACTOR** shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

6. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR'S** Assistants shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The **CONTRACTOR**, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The **CONTRACTOR** and the **COUNTY** agree that **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

C. The **CONTRACTOR'S** Assistants shall not be eligible for compensation from the **COUNTY** due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. The **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its Assistants, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to the **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the **CONTRACTOR'S** form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The **CONTRACTOR** shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** or its Assistants' Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

H. The **CONTRACTOR** shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

7. SUBCONTRACTS

A. A subcontractor is a person and/or entity who has an agreement with the **CONTRACTOR** to perform any of the services stated herein.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. NON ASSIGNMENT CLAUSE

A. The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

9. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (NYSOFA), and the **COUNTY**, more fully described in **APPENDIX A**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The **CONTRACTOR** shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The **CONTRACTOR** shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., "***This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.***"). The **CONTRACTOR** shall forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

10. NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS

A. The **CONTRACTOR** agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

- 1) Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
- 2) Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
- 3) Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- 4) Older Americans Act (42 U.S.C. 3001, et seq.)
- 5) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
- 6) Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
- 7) Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
- 8) Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
- 9) The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
- 10) Elder Law

A. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, shall provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific

objectives established by the **COUNTY** for providing services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the services on older adults in the targeted populations identified by the **COUNTY** following the methods the **COUNTY** has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

B. The **CONTRACTOR** shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

C. To the extent that this Agreement with the **COUNTY** is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The **COUNTY** shall make the Area Plan available to the **CONTRACTOR**.

D. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the **COUNTY**, for providing services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

11. GRIEVANCE PROCEDURES

A. The **CONTRACTOR** shall implement the **COUNTY'S** grievance procedures as required by the NYSOFA. The written procedures are attached as **APPENDIX B**.

12. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The **CONTRACTOR** shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging 2018-2019 Voucher Instructions for Units of Service Contracts, attached as **APPENDIX C**.

C. The **COUNTY** shall be responsible for sending monthly donation letters and collecting Client contributions from all Clients who receive **COUNTY** funded personal care services. Any contributions received by the **CONTRACTOR** directly from **COUNTY** funded Clients will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are proportionate to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has provided the services to the **COUNTY** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when this Agreement is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with 45 C.F.R. §78.381.

13. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the

services of the **CONTRACTOR** and its agents, servants, employees, independent contractors, volunteers or partners and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of this Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, employees, independent contractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its agents, servants, employees, independent contractors, volunteers or partners whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. INSURANCE COVERAGE REQUIREMENTS

A. As part of its obligation to indemnify, defend, and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the **CONTRACTOR** shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. The **CONTRACTOR** shall not commence services until certificates of insurance have been submitted and such insurance has been approved by the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the **CONTRACTOR** to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General

Liability Policy, Auto, and Excess/Umbrella Policy. These Certificates and the insurance policies required below shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**. Oneida County must be named as the certificate holder and additional insured.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

1) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.

F. Business Auto Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. The **CONTRACTOR** shall have the Oneida County added to said insurance policy as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement, maintain a professional liability policy and will provide the **COUNTY** with proof of

coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

I. Workers' Compensation and Employer's Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirements paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and its sub-contractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Business Auto Liability or Workers' Compensation and Employer's Liability Insurance maintained per the requirements stated above.

15. REPORTING REQUIREMENTS

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the Definition of Services, April 2011, as established by the NYSOFA (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the NYSOFA'S Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate Client records on each EISEP Client who receives services through this program; the **COUNTY** shall have access to the Client records upon request; the **COUNTY** shall have ownership of all Client's records and files.

D. The **CONTRACTOR** shall comply with policies ensuring Client confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to a Client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

16. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services under this Agreement, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

A. This Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other Party.

C. The **CONTRACTOR** agrees that in the event of termination, the **CONTRACTOR** shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to Clients shall not be detrimental to the Clients' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the Clients' behalf.

18. **ENTIRE AGREEMENT**

A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Appendix A (Federal, New York State, and local regulations), Appendix B (Oneida County Office for the Aging Grievance Procedures), Appendix C (Oneida County Office for the Aging 2018-2019 Voucher Instructions for Units of Service Contracts), and Appendix D (Oneida County Standard Contract Clauses Addendum).

B. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

19. **STANDARD ADDENDUM**

A. The **CONTRACTOR** shall comply with Oneida County Standard Contract Clauses Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.

20. **CHOICE OF LAW/FORUM**

A. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

21. **SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

22. **NON WAIVER**

A. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

23. **SEVERABILITY**

A. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision, or part thereof, with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

24. **AUTHORITY TO ACT/SIGN**

A. The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

25. **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.

[REMAINDER OF PAGE INTENTIONALL LEFT BLANK]

IN WITNESS THEREOF, the Parties have here unto set their hand on the date respectively stated.

CONTRACTOR



Carmen Flitt, CEO

4/9/2018


Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director

4/12/18

Date

Approved:

Maryangela Scalzo, Assistant County Attorney

Date

APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal opportunity Provisions of the Workforce investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)
- 23) Office of Management and Budget (OMB):

- a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
 - b. OMB Circular A-95 (Clearinghouse Review)
 - c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)
 - d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)
 - e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)
 - f. OMB Circular A-128 (Audits of State and Local Governments)
 - g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- 24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)
 - 25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)
 - 26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)
 - 27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)
 - 28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)
 - 29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
 - 30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
 - 31) Legal Assistance Standards (94-PI-52 [12/29/94])
 - 32) Weatherization Referral and Packaging Program (WRAP) Handbook
 - 33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
 - 34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)
 - 35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
 - 36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

APPENDIX B

Oneida County Office for the Aging Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from clients who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program clients of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Un-satisfaction of Service

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.

- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2018-2019

Voucher Instructions For Units of Service Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
 - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
 - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.

- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

APPENDIX D

Oneida County Standard Contract Clauses Addendum

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with

commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus,
Albany, NY 12240. Notice shall include the identification number(s) of
each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and

paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or

received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the

benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in

accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail: ofa@ocgov.net

April 12, 2018

FN 20 18-166

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 submitting the 2018 – 2019 update to the 2016-2020 Annual Implementation Plan (Four Year Plan) for Oneida County Office for the Aging and Continuing Care for your review and approval.

This document contains both narrative and budget pages essential for the Oneida County Office for the Aging and Continuing Care funding application to the New York State Office for the Aging (NYSOFA).

The total amount of this contract is \$5,752,836.00, with \$2,960,363.00 (Federal); \$1,875,097.00 (State); \$394,196.00 (County) and \$523,180.00 (Other).

If this meets with your approval, please forward to the Board of Legislators for further action. I am available at your convenience should you have any questions regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/jc

Enclosure



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 4-18-18

Oneida Co. Department: Office for Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other x

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

New York State Office for the Aging (NYSOFA)
Division of Local Program Operations
2 Empire State Plaza
Albany, NY 12223-1251

Title of Activity or Service:

Annual Implementation Plan (AIP)/ Four Year Plan
Annual Update

Proposed Dates of Operation:

April 1, 2018 through March 31, 2019

Client Population/Number to be Served: 12,000

Summary Statements:

1) Narrative Description of Proposed Services:

Annual update to the Oneida County Office for the Aging and Continuing Care funding application to the NYSOFA.

2) Program/Service Objectives and Outcomes:

This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan" requirements under Section 214 of the New York State Elder Law

3) Program Design and Staffing

N/A

Total Funding Requested:

\$5,752,836.00

Account #: N/A

Oneida County Dept. Funding Recommendation:

\$5,752,836.00

Proposed Funding Sources (Federal \$/ State \$/County \$):

Federal: \$2,960,363.00 State: \$1,875,097.00 County: \$394,196.00 Other: \$523,180.00

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

document for 2016-2020.

This represents an update to the four-year planning

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 • Email: publichealth@ocgov.net

April 20, 2018

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 18-167

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

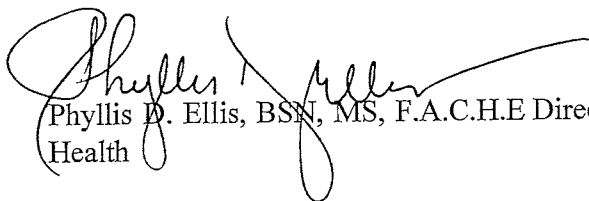
Attached are two (2) copies of a multi-year grant between Oneida County through its Health Department and the New York State Department of Health Immunization Action Plan.

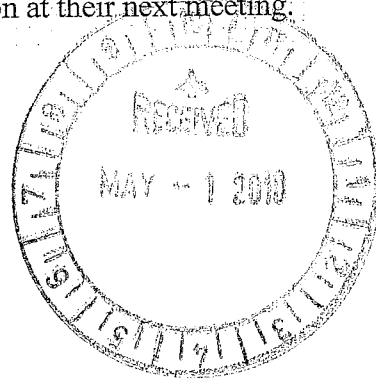
The New York State Department of Health Bureau of Immunization is contracting with Oneida County under contract (DOH01-C32530GG-345000) to conduct assessment, outreach and education activities to increase pediatric and adult immunization rates to reduce the occurrence of vaccine preventable disease (VPD).

This is a multi-year grant from April 1, 2018 through March 31, 2023, with funds totaling \$577,975.00. The current period is April 1, 2018 through March 31, 2019. The New York State Department of Health Master Grant reimbursement is \$115,595.00 for the current period and is 100% grant funded.

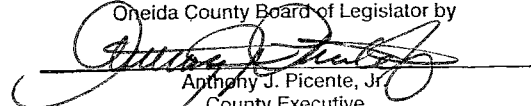
This agreement supports programs not mandated by Public Health Law. If you are in agreement with the attached, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,


Phyllis D. Ellis, BSN, MS, F.A.C.H.E Director of Health



CM

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive
Date 5-1-18

Oneida Co. Department: Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other Grant

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Department of Health
Corning Tower
Empire State Plaza
Albany, New York 12237

Title of Activity or Service: NYSDOH Immunization Action Plan

Proposed Dates of Operation: 04/01/2018 to 3/31/2023

Client Population/Number to be Served: All residents of Oneida County

Summary Statements

1) Narrative Description of Proposed Services:

The New York State Department of Health Bureau of Immunization is providing grant funds to Oneida County under contract (DOH01-C32530GG-345000) to conduct assessment, outreach and education activities to increase pediatric and adult immunization rates to reduce the occurrence of vaccine preventable disease (VPD).

2) Program/Service Objectives and Outcomes: Increase 4:3:1:3:3:1:4 immunizations among 19 to 35 month olds Increase HPV vaccination coverage boys and girls 13 years old; Perinatal Hep B prevention ; Increase flu vaccination 18+ 5% over 5 years; reduce disparities among special underserved populations; Improve County wide NYIIS accuracy and completeness; ensure administrative structure fits IAP program; submit timely and accurate narrative and fiscal reports spending funds on allowable expenses

3) Program Design and Staffing NA

Total Funding Requested: \$577,975 **Account #** A4089

Oneida County Dept. Funding Recommendation: \$577,975

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% State funded

Cost Per Client Served: NA

Past Performance Data: NA

O.C. Department Staff Comments: NA

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Department of Health Department of Health Corning Tower Empire State Plaza Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01 CONTRACT NUMBER: DOH01-C32530GG-3450000 CONTRACT TYPE: <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: Oneida County Public Health Department</p>	<p>PROJECT NAME: Immunization Action Plan</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (if applicable): 075814186</p>	<p>AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only): 93.268</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 185 GENESEE ST 4TH FL UTICA, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 300100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: Exemption State/Code: <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DOH01-C32530GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 04/01/2018 To: 03/31/2023</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 04/01/2018 To: 03/31/2023</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$577,975.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p align="center"> <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other </p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	04/01/2018-03/31/2019	\$115,595.00		
2	04/01/2019-03/31/2020	\$115,595.00		
3	04/01/2020-03/31/2021	\$115,595.00		
4	04/01/2021-03/31/2022	\$115,595.00		
5	04/01/2022-03/31/2023	\$115,595.00		

Contract Number: # DOH01-C32530GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:

- A-1 Program Specific Terms and Conditions
- A-2 Federally Funded Grants

Attachment B:

- B-1 Expenditure Based Budget
- B-2 Performance Based Budget
- B-3 Capital Budget
- B-4 Net Deficit Budget
- B-1 (A) Expenditure Based Budget (Amendment)
- B-2 (A) Performance Based Budget (Amendment)
- B-3 (A) Capital Budget (Amendment)
- B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment F: IAP Work Plan Tasks
Attachment M: MWBE Requirements and Procedures

Contract Number: # DOH01-C32530GG-3450000

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

ONEIDA COUNTY OF

By: _____

Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Department of Health

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number: # DOH01-C32530GG-3450000

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
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OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES

Part A. Agency Specific Clauses

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

A. International Boycott Prohibition: In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

B. Prohibition on Purchase of Tropical Hardwoods:

1. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

2. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that

the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

E. Procurement Lobbying: To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the

Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

- G.** The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised,

which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national

origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-1 in the paper based contract:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/OR Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-2 in the paper based contract:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/OR Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

NYS Department of Health
Bureau of Immunization
Corning Tower Room 649
Empire State Plaza
Albany, NY 12237

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Laura Daley

Title: Health Program Administrator 2

Address: Corning Tower, Room 649, Albany, NY 12237

Telephone Number: 518-473-4437

Facsimile Number: 518-474-1495

E-Mail Address: ImmAdmin@health.ny.gov

Vendor/Grantee

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

Part B. Program Specific Clauses

Attachment A-1 Part B intentionally omitted.

**ATTACHMENT A-2
FEDERALLY FUNDED GRANTS**

Part A. AGENCY SPECIFIC CLAUSES

A. Federal Certifications: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

1. Lobbying Certification (except as otherwise provided in Part B of this Attachment A-2)

a) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

b) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

c) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

(i) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an

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officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - (ii) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - (iii) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Contracts at (518) 474-7896. Completed forms should be submitted to the New York State Department of Health, Bureau of Contracts, Empire State Plaza, Corning Tower Building, Room 2756, Albany, 12237-0016.
 - (iv) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- d) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- (i) Payments of reasonable compensation made to its regularly employed officers or employees;

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- (ii) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
- (iii) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

2. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

3. Certification Regarding Debarment and Suspension: Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after

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August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

a) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- (i) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (ii) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (iii) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (iv) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (v) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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- (vi) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions.
- (vii) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- (viii) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (ix) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- (i) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
- (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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B. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

- a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

- b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

- a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being

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audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:
 - a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

Part B. Program Specific Federal Clauses

Additional Department of Health program specific federal clauses follow in Attachment A-2 Part B.

Attachment A-2 Part B intentionally omitted.

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Immunization Action Plan

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 04/01/2018

To: 03/31/2019

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$53,948.09	\$0.00	0 %	\$0.00	\$53,948.09
b) Fringe	\$29,509.61	\$0.00	0 %	\$0.00	\$29,509.61
Subtotal	\$83,457.70	\$0.00	0 %	\$0.00	\$83,457.70
2. Non Personal Services					
a) Contractual Services	\$700.00	\$0.00	0 %	\$0.00	\$700.00
b) Travel	\$1,400.00	\$0.00	0 %	\$0.00	\$1,400.00
c) Equipment	\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities	\$25,585.57	\$0.00	0 %	\$0.00	\$25,585.57
e) Operating Expenses	\$4,451.73	\$0.00	0 %	\$0.00	\$4,451.73
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$32,137.30	\$0.00	0 %	\$0.00	\$32,137.30
TOTAL	\$115,595.00	\$0.00	0 %	\$0.00	\$115,595.00

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL**

SALARY						
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL	
Fiscal Services Administrator/ Daniel DiMaggio	\$60,300.00	2	5	12	\$3,445.71	
Director of Clinic Services/ Melanie Adams	\$60,400.00	3.5	10	12	\$6,040.00	
Supervising Public Health Nurse/ FT/ Sandra Pejic	\$64,010.00	1.5	4	12	\$2,743.29	
Registered Nurse/ FT/ Marina Kistner	\$50,697.00	12.25	35	12	\$17,743.95	
Senior Administrative Assistant / Rene Burgess	\$49,005.00	2	6	12	\$2,800.29	
Supervising Public Health Nurse/ PT/ Joan Gallimo	\$22,404.00	1.75	10	12	\$2,240.40	
Principal Clerk/ Christine Benson	\$35,310.00	15.75	45	12	\$15,889.50	
Public Health Educator/ Krista Drake	\$61,341.25	35	3	12	\$1,752.61	
Registered Nurse /FT/Elena Leshkevich	\$45,232.00	35	3	12	\$1,292.34	
				Subtotal	\$53,948.09	
TOTAL FRINGE						
					\$29,509.61	
				PERSONAL SERVICES TOTAL	\$83,457.70	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Interpretation/ Multicultural Association of Medical Interpreters M/AMI & Compass (Mohawk Valley Resource Center for Refugees)	\$700.00
TOTAL	\$700.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL - TYPE/DESCRIPTION	TOTAL
Travel	\$1,000.00
Travel Training and conferences	\$400.00
TOTAL	\$1,400.00

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
406 Elizabeth Street Utica NY 13501 Main Site	\$25,585.57
TOTAL	\$25,585.57

TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
Printing, Media and general supplies		\$4,451.73
	TOTAL	\$4,451.73

OTHER - TYPE/DESCRIPTION	TOTAL
TOTAL	

**ATTACHMENT C - WORK PLAN
SUMMARY**

PROJECT NAME: Immunization Action Plan

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 04/01/2018
To: 03/31/2019

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The New York State Department of Health, Bureau of Immunization is contracting with the Local Health Department (LHD) to conduct assessment, outreach and education activities to increase pediatric and adult immunization rates to reduce the occurrence of vaccine preventable disease (VPD). The LHD will use and grow existing infrastructure and collaborations to work in partnership with health care practitioners, schools, birthing hospitals, community agencies and statewide organizations to achieve this goal.

The LHD activities are focused on: increasing childhood immunization coverage in accordance with the recommendations of CDC's Advisory Committee on Immunization Practices; increasing HPV vaccination coverage among adolescents; perinatal hepatitis B prevention; increasing adult immunization rates, including, but not limited to, influenza vaccination coverage; reducing disparities in immunizations among special/underserved populations; and improving the accuracy and completeness of immunization data reported in the New York State Immunization Information System (NYSIIS).

The contractor will implement the specific objectives and tasks according to Attachment F "Immunization Action Plan Work Plan Tasks." Attachment F is incorporated fully into this agreement as if set forth in Attachment C.

**ATTACHMENT C - WORK PLAN
DETAIL**

Objective

1 Childhood Immunizations

Tasks

1 a. Grantee will perform all tasks outlined in Attachment F. Attachment F is incorporated fully into this agreement as if set forth in Attachment C.

Performance Measures

- 1 1a.i - "Conduct an AFIX visit to at least 25% of county VFC providers annually, unless prior NYSDOH approval for an exception or modification has been received.
- "
- 2 1a.ii - 100% of providers who received an AFIX visit met the NYSDOH AFIX selection criteria or an approved alternative selection criteria.
- 3 1b. - All AFIX components documented completely, accurately and timely in the AFIX Online Tool.
- 4 1c. - 100% of school surveys are completed by county schools each year.
- 5 1d. - 100% of assigned school training visits are completed by the county each year.
- 6 1e. - 100% of children cited as out of compliance as a result of the audit are followed up on within 14 days of audit.
- 7 1f. - At least one health care provider training is conducted each year.
- 8 1g. - At least one community education presentation is conducted each year.
- 9 1h. - At least three relevant national observances are promoted each year, including National Influenza Vaccination Week.
- 10 1i. - LHD accurately tracks and reports trainings completed by staff.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

2 Perinatal hepatitis B Prevention

Tasks

1 a. Grantee will perform all tasks outlined in Attachment F. Attachment F is incorporated fully into this agreement as if set forth in Attachment C.

Performance Measures

- 1 2a.i - At least 80% of HBsAg, HBeAg, HBV-DNA positive test results received through the Electronic Clinical Laboratory Reporting System (ECLRS) for females aged 10 to 55 years have had pregnancy status determined.
- 2 2.a.ii - At least 90% of HBsAg positive, missing, or unknown results that are reported on a newborn screen and hepatitis B (HBsAg, HBeAg, and/or HBV-DNA) positive results reported for women age 10 to 55 had an investigation completed (dismissed or case creation) within 30 days.
- 3 2b. - At least 90% of PHBPP cases receive education.
- 4 2c. - At least 75% of PHBPP cases have contact investigations reported in CDESS at the time of case completion or close-out.
- 5 2d. - At least 80% of CDESS PHBPP infant tracking records completed (hepatitis B vaccine series and PVST consistent with CDC guidance or moved) by 15 months of age.
- 6 2e. - 100% of birth hospitals are notified of their birth dose rate annually.
- 7 2f. - Conducted at least one education and/or professional training session annually.
- 8 2g. - LHD accurately tracks and reports trainings completed by staff.

**ATTACHMENT C - WORK PLAN
DETAIL**

Objective

3 Increase Adult Immunization Rates

Tasks

1 a. Grantee will perform all tasks outlined in Attachment F. Attachment F is incorporated fully into this agreement as if set forth in Attachment C.

Performance Measures

- 1 3a. - Minimum of two adult immunization public health detailing visits conducted in Quarter 1 and minimum of two in Quarter 3, for a minimum of four per contract year.
- 2 3b. - 100% of healthcare providers receiving public health detailing visits will receive a follow-up visit or phone call one quarter after their visit.
- 3 3c. - 100% of post-secondary surveys are completed by county post-secondary institutions each year.
- 4 3d. - At least one coalition meeting held per quarter.
- 5 3e.i - Coalition Building: Conduct coalition recruitment activities on an ongoing basis throughout the contract.
- 6 3e.ii - Coalition Membership: Document new membership quarterly.
- 7 3f. - At least one evidence-based coalition intervention conducted each year, outside of coalition meetings. Document intervention outcomes and evaluation findings in quarterly reports.
- 8 3g. - LHD accurately tracks and reports trainings completed by staff.

Objective

4 Reduce Disparities Among Special/Underserved Populations

Tasks

1 a. Grantee will perform all tasks outlined in Attachment F. Attachment F is incorporated fully into this agreement as if set forth in Attachment C.

Performance Measures

- 1 4a. - Selected population submitted to NYSDOH for approval.
- 2 4b. - At least one meeting per year with stakeholders of the selected population(s)
- 3 4c. - Evidence-based intervention implemented by the end of the first contract year.
- 4 4d. - Report baseline and quarterly measures to the NYSDOH in quarterly reports
- 5 4e. - LHD accurately tracks and reports trainings completed by staff.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

5 Improve county-wide NYSIIS accuracy and completeness

Tasks

1 a. Grantee will perform all tasks outlined in Attachment F. Attachment F is incorporated fully into this agreement as if set forth in Attachment C.

Performance Measures

- 1 5a. - Increase the proportion of immunizations routinely reported to NYSIIS, at the county level, within 14 days of administration by 2 percentage points from baseline annually.
- 2 5b. - Increase the proportion of immunizations routinely reported to NYSIIS, at the county level, within 14 days of administration by 2 percentage points from baseline annually.
- 3 5c. - LHD accurately tracks and reports trainings completed by staff.

Objective

6 Administrative Structure

Tasks

1 a. Grantee will perform all tasks outlined in Attachment F. Attachment F is incorporated fully into this agreement as if set forth in Attachment C.

Performance Measures

- 1 6a. - LHD provides current organizational chart to DOH within 5 business days of request for the chart.
- 2 6b. - LHD notifies DOH of 100% of IAP staff changes.
- 3 6c. - Representation by LHD IAP staff at 100% of relevant events, such as (but not limited to) coalition meetings/events, consortia meetings, and the Statewide meeting.

**ATTACHMENT C - WORK PLAN
DETAIL**

Objective

7 Reporting and Accounting

Tasks

1 a. Grantee will perform all tasks outlined in Attachment F. Attachment F is incorporated fully into this agreement as if set forth in Attachment C.

Performance Measures

- 1 7a. - 100% of narrative reports will be submitted within 30 days following the end of each quarter.
- 2 7b. - 100% of narrative reports will be submitted within 30 days following the end of each quarter.
- 3 7c. - At least 90% of grant funds spent annually.

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than ___ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ___ days after the end of the contract period.

Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

1

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DOH01-C32530GG-3450000

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

A quarterly narrative report and budget statement and report of expenditures (BSROE) must be submitted at the same time as the claim for payment.

Attachment F: Immunization Action Plan Work Plan Tasks

Objective Name	Objective Description	Task Text listed below
1. Childhood Immunizations	1. Increase 4:3:1:3:3:1:4 immunization coverage among county children aged 19-35 months according to targets described in the vaccination coverage guidance document. Increase HPV vaccination coverage among county girls and boys aged 13 years according to targets described in the vaccination coverage guidance document.	
1a.	Conduct AFIX visits to at least 25% of county VFC providers annually. This number shall include half of the county VFC providers who are in the statewide bottom quartile for 4:3:1:3:3:1:4 vaccine coverage; the remaining AFIX shall be selected according to the other NYSDOH AFIX selection criteria. All AFIX Feedback sessions are to be completed during the first two quarters of the contract year (by September 30). The AFIX eXchange sessions are to be completed three to six months following the Feedback date (by March 31). Complete a vaccine Storage and Handling review at every AFIX visit and email to the regional office within 48 hours of the completed visit. Counties with less than 10 total VFC providers and/or with 0 or 1 VFC providers in the statewide bottom quartile may request an exception or modification to this task, contingent upon approval by the NYSDOH prior to the beginning of the contract year. Exceptions and modifications will be reviewed and reconsidered annually, based on county VFC provider count, provider 4:3:1:3:3:1:4 coverage, and other AFIX selection criteria.	
1b.	Complete the SAMS AFIX Online Tool within 10 business days of completion of each AFIX component.	
1c.	Contact schools and/or conduct site visits as necessary to schools identified by the NYSDOH School Assessment Unit to assist in the preparation and collection of the mandated annual school immunization survey and/or to provide assistance in determining whether a school is still operating.	
1d.	Conduct up to 5 training and technical assistance visits each year to county schools as identified by the NYSDOH School Assessment Unit to provide guidance on NYS school immunization requirements.	
1e.	Conduct at least 1 audit to daycare and/or preschool facilities each year, selected on the basis of number of children enrolled and immunization coverage or as assigned by the NYSDOH School Assessment Unit. Counties with less than 5 daycare and preschool facilities may request an exception to this task, contingent upon approval by the NYSDOH prior to the beginning of the contract year. Exceptions will be reviewed and reconsidered annually, based on county daycare and preschool facility county, known daycare and/or preschool compliance issues, and daycare and preschool immunization coverage.	
1f.	Conduct at least one individual, group, conference call and/or webinar-based educational or training session each year to healthcare providers serving children and/or adolescents regarding evidence-based strategies to improve immunization coverage <i>outside of AFIX visits</i> .	
1g.	Function as experts to educate the community about the importance of immunizations, with a focus on HPV vaccine or other vaccines with low or lagging coverage levels, specific populations with low or lagging vaccination coverage levels, newer vaccines, or new vaccine recommendations. At a minimum, community education activities must include at least one presentation to the public per year . Counties are strongly encouraged to provide presentations that reach members of the public that are less knowledgeable about vaccines and/or less motivated to seek out vaccine information. Community education activities may also include, but are not limited to: answering phone calls/emails from the public, tabling and providing guidance and public events, and media/advertising (including op/ed articles in newspapers or newsletters).	
1h.	Promote National Influenza Vaccination Week and a minimum of two other national observances within your county each year, such as National Infant	
1i.	LHD staff training: All staff working on this objective will participate in or view each live or archived CDC Current Issues in Immunization Netconference (CIINC) that is held during the contract period and attend appropriate live or archived conferences, meetings, webinars and/or webcasts such as the NYSDOH Immunization Update webinar series, CDC education and training programs, and others offered by other immunization resources when possible and as directed by the NYSDOH. The IAP Coordinator shall register to receive email notices of upcoming CIINC events at http://www.cdc.gov/vaccines/ed/ciinc/index.html so as to ensure that staff are aware of all CIINC events. In addition: - AFIX reviewer(s) will complete the AFIX Online Tool User Guide at https://csams.cdc.gov/PAPA/papaHome.aspx , participate in ongoing NYSDOH and CDC conference calls, webinars, and training. - Staff conducting daycare audits, school visits, and/or assisting in the preparation of the school survey will participate in annual School Survey webinars conducted by the NYSDOH. - New LHD staff working on this objective will view the CDC's "Pink Book" Epidemiology and Prevention of Vaccine Preventable Diseases webinar series, live or archived, online at http://www.cdc.gov/vaccines/ed/webinar-epv/index.html within six months of beginning work on this objective.	

Attachment F: Immunization Action Plan Work Plan Tasks

Objective Name	Objective Description	Task Text listed below
2. Perinatal hepatitis B Prevention	2. PHBPP case management completed consistent with CDC guidance and NYS public health law 2500e and regulations by 24 months of age.	
2a.		Initiate an investigation, within three business days , for HBsAg positive, missing, or unknown results reported on a newborn screen and any hepatitis B (HBsAg, HBeAg, and/or HBV-DNA) positive results reported for women age 10 to 55 and include a determination of pregnancy status . Complete the case investigation or case dismissal within 30 days as per the current LHD PHBPP Roles and Responsibilities document.
2b.		Provide verbal and written education by letter, phone, and/or a home visit about Hepatitis B infection and the modes of transmission and prevention (hepatitis B infection signs and symptoms, modes of hepatitis B transmission (per mucosal, percutaneous, sexual, perinatal, and horizontal), hepatitis B virus prevention and control measures, post-exposure prophylaxis and PVST for the infant, and identification of household, sexual, and needle-sharing contacts). Document the education provided in the infant's PHBPP CDESS case record.
2c.		Ensure that the household, sexual, and needle-sharing contacts are identified and that counseling, testing, and vaccination of contacts is offered and arranged as indicated and reported in the Communicable Disease Electronic Surveillance System (CDESS).
2d.		Provide case management for every newborn born to a woman with hepatitis B positive or unknown status to assure post exposure immunoprophylaxis is completed consistent with CDC guidelines; NYS policy and public health law 2500e and regulations; and NYSDOH LHD PHBPP Roles and Responsibilities document. Report all data related to the case management (administration of immunoprophylaxis, hepatitis B vaccine series, PVST, contacts, and any additional case management details) to the NYSDOH through CDESS within 30 days after each is due.
2e.		Improve Hepatitis B vaccine birth dose rate. 1) Encourage hospitals to enroll in the PHBPP Birth Hospital Initiative. 2) Encourage hospitals in the county to implement CDC and NYSDOH best practice recommendations to administer the hepatitis B birth dose to all newborns within 12 hours of birth and achieve at least a 90% universal birth dose coverage. 3) Encourage eligible hospitals to enroll in the Immunization Action Coalition birth dose honor roll. 4) Apply for a "Certificate of Excellence" from the New York State Department of Health for hospitals that meet a 90% Hepatitis B birth dose rate. 5) Promote hospitals as "Immunization Champions" or role models at local conferences or through other means of communication.
2f.		Conduct at least one community education and/or professional training session each year to promote hepatitis B community awareness and increase screening and referral rates, especially in communities that are disproportionately impacted.
2g.		LHD staff training: LHD staff working on PHBPP will review the following training materials 1) NYS PHBPP manual 2) The CDC pink book, Chapter 10: Hepatitis B 3) NYS public health law 2500e and regulations, and 4) CDESS Help Documents-User Guides-Perinatal Hepatitis B, and will participate in ongoing NYSDOH and CDC conference calls, webinars, and training.

Attachment F: Immunization Action Plan Work Plan Tasks

Objective Name	Objective Description	Task Text listed below
3. Increase Adult Immunization Rates	3. Within five years, increase county-specific influenza vaccination coverage among adults aged 18+ years by five percentage points from the 2016 baseline as measured through the eBRFSS.	
3a.		Conduct a minimum of two public health detailing visits per quarter in each of the first and third quarters per contract year, for a <u>minimum total of four per contract year</u> , to healthcare provider(s) serving adult patients in order to educate the providers on adult immunization recommendations and requirements, promote NYSIIS reporting, and provide evidence-based strategies to promote high adult immunization coverage in accordance with NYSDOH adult immunization public health detailing guidance. Counties with less than 10 healthcare providers serving adult patients may request an exception or modification to this task, contingent upon approval by the NYSDOH prior to the beginning of the contract year. Exceptions and modifications will be reviewed and reconsidered annually.
3b.		In the second and fourth quarters of each contract year, conduct follow-up visits or phone calls to healthcare providers receiving public health detailing visits in order to assess progress toward implementing best practices, reporting to NYSIIS, and/or improving adult immunization coverage rates in the practice/clinic/pharmacy.
3c.		Contact post-secondary institutions and/or conduct site visits as necessary to post-secondary institutions identified by the NYSDOH School Assessment Unit to assist the preparation and collection of the mandated annual post-secondary institution immunization survey and/or to provide assistance in determining whether an institution is still operating.
3d.		Participate in Adult Immunization Coalition meetings at least once per quarter . In counties without adult coalitions, active membership in adjoining counties' coalitions will satisfy this deliverable. Membership in another health-related coalition will satisfy this deliverable if adult immunization is part of the mission or strategic plan of the other health-related coalition, contingent upon approval by the NYSDOH prior to the beginning of the contract year.
3e.		Recruit community partners to participate in coalitions. Consider county characteristic, demographics and immunization coverage and recruit diverse representatives of county-specific stakeholders to participate in adult immunization coalitions, such as but not limited to: - Healthcare providers or representatives of healthcare systems that vaccinate and/or serve adult patients; - Schools (public and private), including area universities and colleges when applicable; - Occupational health nurses in area businesses; - First responders (i.e. local fire and police departments, paramedics etc.); - Public representatives from the community; - Local government agencies (Department of Social Services (DSS), Office of the Aging, Office of Mental Health (OMH), Corrections, Social Security Administration (SSA), etc.); - Office for People With Developmental Disabilities (OPWDD) including local agencies providing services (residential, day habilitation, supervised living etc.); - Military personnel (when applicable); - Local chapters of the American Congress of Obstetricians and Gynecologists (ACOG), the American Academy of Family Practice (AAFP), the American College of Physicians (ACP) or the Medical Society of the State of New York (MSSNY); - Pharmacists or pharmacies; - Community non-governmental organizations or health advocacy groups such as but not limited to the American Cancer Society (ACS) and local chapters of the American Association of Retired Persons (AARP); - Faith-based organizations.
3f.		Work with coalition members to identify, implement, and monitor the effectiveness of <u>at least one evidence-based coalition intervention</u> per year to improve community adult immunization coverage to be conducted <u>outside of</u> coalition meetings. Utilize the "The Guide to Community Preventive Services" (Community Guide) findings for Vaccination Programs and the Standards for Adult Immunization Practice to select evidence-based interventions.
3g.		LHD staff training: Staff working on this objective will review the Standards for Adult Immunization Practice and Community Guide findings for Vaccination Programs, will complete NYSDOH adult provider visit trainings, and will participate in NYSDOH, CDC, or other approved trainings on adult immunization, evidence-based interventions to improve immunization coverage, and coalition building.

Attachment F: Immunization Action Plan Work Plan Tasks

Objective Name	Objective Description	Task Text listed below
4. Reduce Disparities Among Special/Underserved Populations	4. Achieve a measurable improvement in outcome(s) to be identified and measured in conjunction with stakeholders representing special/underserved population(s) in the county.	
4a.		<p>Using county community health assessments and/or other local data sources, identify special/underserved population(s) in the county at risk of low immunization coverage and/or vaccine-preventable disease (VPD) outbreaks. Selected population(s) must be approved by the NYSDOH prior to initiating interventions.</p> <p>Examples of special/underserved populations include, but are not limited to: American Indian tribal nations (required for all counties with American Indian tribal nations within their boundaries), minority racial, ethnic or religious groups, migrant and seasonal farmworkers, homeless populations, or other disadvantaged populations in the county observed to have unique barriers to immunization, vaccine hesitancy, low immunization coverage rates and/or increased rates of VPD.</p> <p>If efforts to engage with the selected populations are not successful by the end of the first two quarters of the contract or break down at any point in the course of the contract, then the county must select an alternative population and notify the NYSDOH of the new population.</p>
4b.		<p>Meet at least once annually with stakeholders of the selected population(s) throughout the five-year contract, and include the stakeholders in local immunization coalitions. Meet more frequently as needed to plan and implement interventions.</p>
4c.		<p>Work with stakeholders representing the selected population(s) to identify and implement an evidence-based local intervention, relevant and acceptable to the selected population(s), to reduce disparities in immunization coverage and/or reduce the occurrence of VPDs in the selected population(s). Utilize the "The Guide to Community Preventive Services" (Community Guide) findings for Vaccination Programs to select evidence-based interventions. Intervention activities should begin by the end of the first contract year and continue throughout the remainder of the five year contract, but may be modified or replaced with a new intervention if indicated by evaluation results as described in Task 4.</p>
4d.		<p>Work with stakeholders representing the selected population(s) to measure the effectiveness of the intervention using Specific, Measurable, Achievable, Relevant and Time bound (SMART) process and outcomes measures, beginning in the first quarter in which the intervention is implemented, but no later than the end of the first contract year. If desired outcomes are not achieved or if the target is achieved before the end of the five-year contract, work with the stakeholders and the NYSDOH to either modify the intervention or select and implement a new intervention.</p>
4e.		<p>LHD staff training: LHD staff responsible for selecting evidence-based interventions and/or SMART measures will review all Community Guide findings for Vaccination Programs and will participate in NYSDOH, CDC or other approved trainings regarding evidence-based interventions to improve immunization coverage, SMART measures, cultural competency, and immunization disparities.</p>

Attachment F: Immunization Action Plan Work Plan Tasks

Objective Name	Objective Description	Task Text list below
5. Improve county-wide NYSIIS accuracy and completeness	5. Ensure that all vaccination records are completely and accurately entered into NYSIIS.	
5a.	<p>Improve the accuracy and timeliness of immunization records reported in NYSIIS by all providers in your county.</p> <ul style="list-style-type: none"> - Document the completeness, timeliness, and accuracy of NYSIIS data during AFIX visits, or other site visits/meetings with providers, especially the use of the Missing Immunizations Report and reporting of historical immunizations. - Notify and coordinate with NYSIIS Central Office staff any SPECIFIC follow-up needed to address reporting immunization records by specific practices to NYSIIS. Maintain copies of emails and/or referral forms and/or list of providers referred for NYSIIS assistance. 	
5b.	<p>Conduct activities to identify all practices in your jurisdiction that immunize children and adults, including but not limited to; assistance with NYSIIS registration, identifying new pediatric providers in the county, outreach to hospitals and pharmacists, and education about consent to report adults in NYSIIS.</p> <ul style="list-style-type: none"> - Respond to questions from provider community and other stakeholders. Triage questions to NYSIIS group email account, appropriate regional office, or NYSIIS help desk. - Coordinate any necessary NYSIIS training for newly identified practices in your county. - Promote and distribute NYSIIS training materials and webinars, especially for VFC providers in your county and those with identified reporting issues. 	
5c.	<p>LHD staff training: The IAP Coordinator and all staff working on this objective will participate in NYSIIS/LHD conference calls and webinars as scheduled by the NYSDOH, read email communications and review NYSIIS materials posted on the Health Commerce System.</p>	

Attachment F: Immunization Action Plan Work Plan Tasks

Objective Name	Objective Description	Task Text list below
6. Administrative Structure	6. Have an administrative structure in place to ensure that the IAP program fits into organizational structure.	
6a.		Provide and maintain an organizational chart showing both the IAP program staff and how the IAP program staff fit within the larger health department/county organization.
6b.		LHD administration will ensure that: Executive staff is familiar with the project work plan and actively supports efforts to achieve work plan goals, objectives and contract deliverables; IAP staff is familiar with IAP procedures and guidance; IAP staff is familiar with work plan requirements that pertain to their duties and responsibilities; Systems are in place to minimize staff vacancies, including encouraging staff retention and expediting recruitment.
6c.		LHD will provide IAP staff with appropriate resources, such as office space, computer access and travel approval to conduct job responsibilities.

Attachment F: Immunization Action Plan Work Plan Tasks

Objective Name	Objective Description	Task Text list below
7. Reporting and Accounting	7. Submit timely and accurate narrative and fiscal reports and spend funds on allowable expenses.	
7a.		Submit narrative reports in the format requested and with appropriate level of detail by established deadlines.
7b.		Submit fiscal information, such as claims for payment, fiscal reports, budget modification requests, and voucher trace responses in the format requested by established deadlines
7c.		LHD Program and fiscal staff will regularly collaborate to review the status of grant spending, maximize the use of grant funds on allowable expenses, and ensure accurate reporting.

Attachment M

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Attachment or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 0% for Minority and Women-Owned Business Enterprises (“MWBE”) participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 0% for Minority-Owned Business Enterprises (“MBE”) participation and 0% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<https://ny.newnycontracts.com/>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
 - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
 - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - 4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union,

or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial after the waiver has been fully processed.

- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

VII. Liquidated Damages - MWBE Participation

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

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 • Email: publichealth@ocgov.net

March 10, 2018

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 18 - 168

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Attached are three (3) copies of a multi-year grant between Oneida County through its Health Department and the New York State Department of Health for lead poisoning prevention.

The New York State Department of Health Master Grant (DOH01-C30905GG-345000) is to support the County's Lead Poisoning Prevention Program that provides education to increase knowledge and awareness of the public and health care providers regarding lead poisoning, increase blood testing rates of mothers and children, and follow-up with children with elevated blood lead levels.

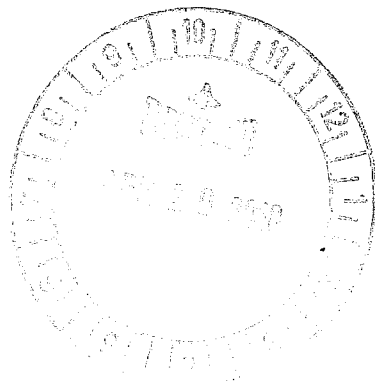
This is a multi-year grant from October 1, 2015 through September 30, 2020. The current period is October 1, 2017 through September 30, 2018. The New York State Department of Health Master Grant reimbursement is \$210,259.00 for the current period and is 100% grant funded.

This agreement supports programs mandated by Public Health Law.

Sincerely,

Phyllis D. Ellis, BSN, MS, F.A.C.H.E Director of Health

CM



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 4-18-18

Oneida Co. Department: Public Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Department of Health
Corning Tower
Empire State Plaza
Albany, NY 12237

Title of Activity or Service: Lead Poisoning Prevention Program

Proposed Dates of Operation: October 1, 2017 to September 30, 2018 (2nd year)

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

The New York State Department of Health Master Grant (DOH01-C30905GG-345000) is to support the County's Lead Poisoning Prevention Program that provides education to increase knowledge and awareness of the public and health care providers regarding lead poisoning, increase blood testing rates of mothers and children, and follow-up with children with elevated blood lead levels.

2) Program/Service Objectives and Outcomes: As shown in grant work plan

3) Program Design and Staffing: As shown in grant work plan

Total Funding Requested: \$210,259.00 **Rev Account:** A3415
Expense Account: A4015

Oneida County Dept. Funding Recommendation: \$210,259.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% State Funds

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This is the second year's funding of a multi-year grant. This is to satisfy an annual requirement for the grant to enter our work plan.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Department of Health Department of Health Corning Tower Empire State Plaza Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01 CONTRACT NUMBER: DOH01-C30905GG-3450000 CONTRACT TYPE: <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF</p>	<p>TRANSACTION TYPE: <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: Oneida County</p>	<p>PROJECT NAME: Oneida County Health Department Lead Poisoning Prevention Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 100002595 Federal Tax ID Number: 15600460 DUNS Number (if applicable): 075814186</p>	<p>AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only): 93.994</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 800 PARK AVE UTICA, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: Exemption State/Code: <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DOH01-C30905GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 10/01/2015 To: 09/30/2020</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 10/01/2015 To: 09/30/2020</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$1,051,295.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p align="center"> <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other </p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	10/01/2015-09/30/2016	\$210,259.00		
2	10/01/2016-09/30/2017	\$210,259.00		
3	10/01/2017-09/30/2018	\$210,259.00		
4	10/01/2018-09/30/2019	\$210,259.00		
5	10/01/2019-09/30/2020	\$210,259.00		

Contract Number: # DOH01-C30905GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A: A-1 Program Specific Terms and Conditions
 A-2 Federally Funded Grants
- Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-4 Net Deficit Budget
 B-1 (A) Expenditure Based Budget (Amendment)
 B-2 (A) Performance Based Budget (Amendment)
 B-3 (A) Capital Budget (Amendment)
 B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment M

Contract Number: # DOH01-C30905GG-3450000

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

ONEIDA COUNTY OF

By: _____

Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Department of Health

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number: # DOH01-C30905GG-3450000

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: # DOH01-C30905GG-3450000

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

**ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES**

Part A. Agency Specific Clauses

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

A. International Boycott Prohibition: In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

B. Prohibition on Purchase of Tropical Hardwoods:

1. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

2. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that

the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

E. Procurement Lobbying: To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the

Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

- G.** The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised,

which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE (*quarterly*) voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

Center for Environmental Health
Division of Environmental Health Protection
Attn: Pat Burl
Empire State Plaza, Corning Tower Bldg., Room 1629
Albany, NY 12237

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Michael J. Cambridge

Title: Director, Division of Environmental Health Protection

Address: Empire State Plaza, Corning Tower Bldg., Rm. 1619, Albany, NY 12237

Telephone Number: 518/402-7510

Facsimile Number: 518/402-7524

E-Mail Address: michael.cambridge@health.ny.gov

Vendor/Grantee

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

Part B. Program Specific Clauses

Attachment A-1 Part B intentionally omitted.

**ATTACHMENT A-2
FEDERALLY FUNDED GRANTS**

Part A. AGENCY SPECIFIC CLAUSES

A. Federal Certifications: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

1. Lobbying Certification (except as otherwise provided in Part B of this Attachment A-2)

a) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

b) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

c) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

(i) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an

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officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - (ii) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - (iii) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Contracts at (518) 474-7896. Completed forms should be submitted to the New York State Department of Health, Bureau of Contracts, Empire State Plaza, Corning Tower Building, Room 2756, Albany, 12237-0016.
 - (iv) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- d) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- (i) Payments of reasonable compensation made to its regularly employed officers or employees;

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- (ii) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
- (iii) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

2. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

3. Certification Regarding Debarment and Suspension: Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after

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August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

a) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- (i) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (ii) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (iii) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (iv) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (v) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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- (vi) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions.
- (vii) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- (viii) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (ix) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- (i) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
- (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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B. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being

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audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:
 - a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

Part B. Program Specific Federal Clauses

Additional Department of Health program specific federal clauses follow in Attachment A-2 Part B.

<< **OR** >>

Attachment A-2 Part B intentionally omitted.

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**ATTACHMENT B-1 EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Oneida County Health Department Lead Poisoning Prevention Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2017

To: 09/30/2018

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$121,825.00	\$0.00	0 %	\$0.00	\$121,825.00
b) Fringe	\$66,309.00	\$0.00	0 %	\$0.00	\$66,309.00
Subtotal	\$188,134.00	\$0.00	0 %	\$0.00	\$188,134.00
2. Non Personal Services					
a) Contractual Services	\$6,135.00	\$0.00	0 %	\$0.00	\$6,135.00
b) Travel	\$1,400.00	\$0.00	0 %	\$0.00	\$1,400.00
c) Equipment	\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$14,590.00	\$0.00	0 %	\$0.00	\$14,590.00
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$22,125.00	\$0.00	0 %	\$0.00	\$22,125.00
TOTAL	\$210,259.00	\$0.00	0 %	\$0.00	\$210,259.00

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL**

SALARY						
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL	
Program Coordinator	\$73,657.00	35	90	12	\$66,291.00	
Clerk	\$24,265.00	35	20	12	\$4,853.00	
Public Health Technician	\$35,453.00	35	85	3	\$30,136.00	
Public Health Technician	\$34,955.00	35	5	12	\$1,748.00	
Sanitarian	\$48,228.00	35	10	12	\$4,823.00	
Principal Clerk	\$48,751.00	35	5	12	\$2,438.00	
Principal Clerk	\$43,047.00	35	5	12	\$2,152.00	
Sr. Sanitarian	\$66,784.00	35	10	12	\$6,678.00	
Sr. Sanitarian	\$54,115.00	35	5	12	\$2,706.00	
				Subtotal	\$121,825.00	
TOTAL FRINGE						
					\$66,309.00	
				PERSONAL SERVICES TOTAL	\$188,134.00	

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Electronic Billboard	\$6,135.00
TOTAL	\$6,135.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL**

TRAVEL - TYPE/DESCRIPTION	TOTAL
Travel to and from home visits, community events, meetings and trainings.	\$1,400.00
TOTAL	\$1,400.00

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

	SPACE/PROPERTY EXPENSES; RENT - TYPE/DESCRIPTION	TOTAL
N/A		\$0.00
N/A		\$0.00
	TOTAL	\$0.00

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION		TOTAL
N/A		\$0.00
	TOTAL	\$0.00

TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
N/A	\$0.00
TOTAL	\$0.00

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
Office supp, postage, printing, int. serv, dust wipes, cell ph, cleaning supp., billboard, PSAs, HEPA supp, copier		\$14,590.00
	TOTAL	\$14,590.00

OTHER - TYPE/DESCRIPTION		TOTAL
N/A		\$0.00
	TOTAL	\$0.00

**ATTACHMENT C - WORK PLAN
SUMMARY**

PROJECT NAME: Oneida County Health Department Lead Poisoning Prevention Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2017
To: 09/30/2018

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes. Effectively administer a Lead Poisoning Prevention Program (LPPP). The overall goals are:

- Increase BLL testing rates
- Reduce incidence of BLLs 5 ug/dl or greater
- Track all children with BLLs 5 ug/dL or greater in order to ensure parent education and BLL retesting
- Provide Public Health Detailing to healthcare providers in order to increase BLL testing and awareness and to promote the use of LeadCare II
- Refer all children in need of BLL testing without a medical home and/or medical insurance to a facilitated enroller, laboratory and/or OCHD Clinic
- Collaborate with CLPPPP staff in order to coordinate lead poisoning prevention efforts.
- Assist community agencies, such as Community Foundation/Lead Free MV, in projects related to increasing BLL testing and reducing the incidence of lead poisoning
- Conduct outreach home visits and environmental inspections as outlined in the Workplan and Quarterly Reports
- Ensure that elected officials such as the County Executive, are kept apprised as to LPPP activities when information is requested.
- Provide public and professional education and community outreach on: 1) lead poisoning prevention, 2) high-risk populations and communities within the county, 3) risk reduction education, and 4) blood lead testing requirements/recommendations for children and pregnant women.
- All children with elevated blood lead levels receive timely and appropriate follow-up services, consistent with the PH Law, Administrative Rules and Regulations, and CDC and NYS guidance.
- Plan and carry out activities that identify and control lead hazards in the community in order to control these hazards before children become lead poisoned (Primary Prevention activities)

- Develop & maintain an updated organizational chart which lists all personnel performing LPPP grant activities.
- Maintain a current LHD LPPP policy and procedure manual(s) that is consistent with program goals and objectives for both outreach and environmental activities. Review the LHD LPPP policy and procedure manual(s) at least annually and update as needed.
- Demonstrate (such as GIS maps, surveillance data, key informants, community partners) that LHD has capability to identify and assess high-risk populations annually.

ATTACHMENT C - WORK PLAN
DETAIL

Objective	
1	Goal 1: Program Administration
Tasks	
1	Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)
	Performance Measures
1	Goal 1: Program Administration - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

Objective	
2	Goal 1. (continued Page 1)
Tasks	
1	Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)
	Performance Measures
1	Goal 1: Program Administration (continued from previous page) - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

**ATTACHMENT C - WORK PLAN
DETAIL**

Objective

3 Goal 1. (continued Page 2.)

Tasks

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 1: Program Administration (continued from previous page) - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

Objective

4 Goal 2: Education

Tasks

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Increase knowledge and awareness of the public, health care providers, other professionals, and local policymakers regarding - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
5	Goal 2: (continued)
Tasks	

1 Complete Progress Report worksheet as indicated under Attachment D Section III -- Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

- 1 Goal 2: Education (continued from previous page) - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

Objective	
6	Goal 3: Blood Lead Testing and Screening
Tasks	

1 Complete Progress Report worksheet as indicated under Attachment D Section III -- Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

- 1 Goal 3: Blood Lead Testing and Screening - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

ATTACHMENT C - WORK PLAN
DETAIL

Objective

7 Goal 3: (continued)

Tasks

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 3: Blood Lead Testing and Screening (continued from previous page) - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

Objective

8 Goal 4: Follow Up of Children with Elevated Blood Lead Levels

Tasks

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 4: Follow Up of Children with Elevated Blood Lead Levels - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

9 Goal 5: Primary Prevention

Tasks

1 Complete Progress Report worksheet as indicated under Attachment D Section III -- Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 5: Primary Prevention - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 5 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

Consolidated Fiscal Report (CFR) ¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

1

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DOH01-C30905GG-3450000

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ___. The agency shall complete its audit and notify vendor of the results no later than ___. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

This modifies Attachment M, Section II.A., for this contract and changes the total combined MWBE goal from 30% to 0% of eligible expenditures (0% MBE and 0% WBE).

Grantee agrees to submit the Lead Poisoning Prevention Program (LPPP) Worksheet prior to contract execution for review and approval by DOH. Grantee also agrees to submit the Local Health Department Lead Poisoning Prevention Program Staff Excel spreadsheet prior to contract execution. Both of these documents are available under Progress Report Formats and, once completed, should be uploaded to the Grantee Document folder.

Grantee will submit quarterly reports via the LPPP Quarterly Report format supplied by DOH.

Attachment M

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Attachment or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<https://ny.newnycontracts.com/>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
 - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
 - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - 4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union,

or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

VII. Liquidated Damages - MWBE Participation

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

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

April 9, 2018

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 18 - 169

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

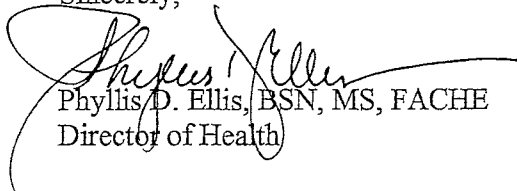
Attached are three (3) copies of an Agreement between Oneida County through its Health Department – Early Intervention Program and The New York State Department of Health.

Local governments have the responsibility for administrating the Early Intervention Program, subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Code, Rules and Regulations of the State of New York. The New York State Department of Health is requiring all municipalities who are approved service providers to complete the provider agreement.

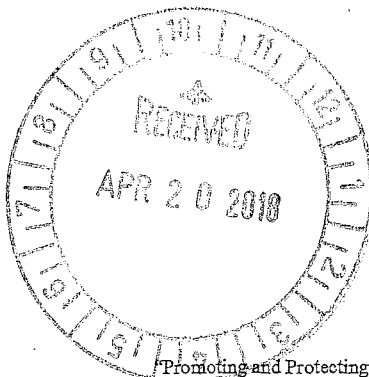
The term of this agreement will commence April 1, 2018 through March 31, 2023. This is a New York State mandated program. Monies will be received from New York State and Medicaid. We anticipate no expenditure other than the administrative costs associated with salaries.

If this meets with your approval, please forward to the Board of Legislators for their action.

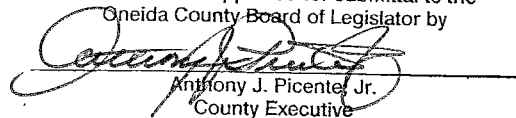
Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

CM



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by


Anthony J. Picente Jr.
County Executive

Date 4-18-18

Oneida Co. Department: Public Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Department of Health
Bureau of Early Intervention
Empire State Plaza, Corning Tower Room 287
Albany, NY 12237-0660

Title of Activity or Service: Initial Service Coordination

Proposed Dates of Operation: April 1, 2018 through March 31, 2023

Client Population/Number to be Served: All children screened for Early Intervention services

Summary Statements

1) Narrative Description of Proposed Services:

Local governments have the responsibility for administrating the Early Intervention Program, subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Code, Rules and Regulations of the State of New York. The New York State Department of Health is requiring all municipalities who are approved service providers to complete the provider agreement.

2) Program/Service Objectives and Outcomes: Oneida County accepts s all referrals of children potentially eligible for program services and assigns initial service coordination.

3) Program Design and Staffing: There are 4 employees who provide this service

Total Funding Requested: \$209,608.00

Revenue Account: A1950

Expense Accounts: A4059

Oneida County Dept. Funding Recommendation: \$209,608.00

Proposed Funding Sources (Federal\$/State\$/County\$): State Funds

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This is an agreement required by the New York State Department of Health.

New York State Department of Health
Bureau of Early Intervention

Early Intervention Provider Agreement (effective 2018)

This Provider Agreement is entered into by and between the New York State Department of Health (hereinafter referred to as the "Department"), and

Oneida County by and through It's Health Department

<NYS Provider ID/State ID> 77 (hereinafter referred to as the "Provider"). Provider acknowledges that this agreement is made by and between the Department and Provider, as Provider is currently organized and constituted or presented. The Department reserves the right to terminate this agreement should the Provider reorganize or otherwise substantially change the character of its corporate or other business structure or presentation.

Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions for participation in the Early Intervention Program (EIP) and to establish the obligations, expectations and relationship between the Department, municipalities within the State and the Provider.

Providers intending to receive service authorizations for early intervention services directly from a Municipality and payment from the Municipality for such services rendered must complete and comply with the attached **Appendix 1- Payee Provider Agreement/Service Authorizations and Payment**. Appendix 1 sets forth the terms and conditions for such authorizations and payment.

Definitions

When used herein, the following terms shall have the following meanings:

- "Applied behavior analysis" or "ABA" means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior.
- "Early Intervention Official" or "EIO" shall mean an appropriate municipal official designated by the chief executive officer of a municipality and an appropriate designee of such official.
- "Early Intervention Program" or "EIP" means the program established pursuant to Title II-A of Article 25 of the Public Health Law.
- "Family/Caregiver Support Group" is the provision of early intervention services to a group of parents, caregivers (foster parents, day care staff, etc.) and/or siblings of eligible children for the purposes of enhancing their capacity to care for and/or enhance the development of the eligible child and providing support, education, and guidance to such individuals relative to the child's unique developmental needs.
- "Group Developmental Intervention Visit" shall mean the provision of early intervention services by appropriate qualified personnel to eligible children in a group which may also include children without disabilities, at an approved Provider's site or in a community-based setting.
- "Home and Community Based Individual/Collateral Visits" shall mean the provision by appropriate qualified personnel of services to an eligible child and/or parent or other designated caregiver at the child's home or any other natural environment in which children under three years of age are typically found (including day care centers other than those located at the same premises as the Provider, and family day care homes).
- "Municipality" shall mean a county outside of the City of New York or in the case of a county located within the City of New York. For purposes of this agreement, "Municipality" shall further mean the Municipality in which the Provider renders evaluations, service coordination or early intervention services to children residing in such Municipality.
- "Office/Facility-Based Individual/Collateral Visits" shall mean the provision by appropriate qualified personnel of services to an eligible child and/or parent or other designated caregiver at an approved Provider's site (including day care centers located at the same premises as the Provider).

- “Parent-Child Group” is a group comprised of parents or caregivers, children, and a minimum of one appropriate qualified Provider of early intervention services at an early intervention Provider’s site or a community-based site (e.g., day care center, family day care, or other community settings).
- “Provider” shall mean an agency or individual approved in accordance with 10 NYCRR § 69-4.5 to deliver service coordination, evaluations and screenings and/or services in the EIP.
 - “Agency Provider” shall mean an entity which employs qualified personnel as defined in 10 NYCRR §69-4.1(ak), and may contract with individual providers or other agency providers which are approved by the Department, for the provision of early intervention program evaluations and screenings, service coordination, and/or early intervention services.
 - “Individual Provider” shall mean a person who holds a state-approved or recognized certificate, license or registration in one of the disciplines set forth in 10 NYCRR § 69-4.1(ak) and who either receive service authorizations for early intervention services from a Municipality and/or are under contract with an agency provider.
- “Services” shall mean those early intervention services as defined in 10 NYCRR 69-4.1(l) that the Provider identified in the Provider’s application to the Department as being able to provide, either directly or for Agency Providers through employees and/or contracts with Individual Providers or other Agency Providers.
- “Service authorization” shall mean approval by a municipality relating to specific services contained in a child’s Individualize Family Service Plan (IFSP) and includes the following details: the provider of record; the type of service; whether it is a facility based or home and community based service; whether it is a basic or extended service; how many times per week the service can be provided; the rendering provider; and the diagnosis for the child.
- “Service Coordination Services” shall mean assistance provided by a service coordinator to enable an eligible child and the child’s family to receive the rights, procedural safeguards and services that are authorized to be provided under the EIP.
- “State” shall mean the State of New York.

Now, therefore, the Department and Provider agree as follows:

I. Appendix

The Provider cannot receive service authorizations from a Municipality and claim for early intervention services rendered unless requested by the provider and approved by the Department in this agreement. The following appendix, when checked, shall be incorporated and made a part of this agreement as if fully set forth herein:

Appendix 1- Payee Provider Agreement/Service Authorizations and Payment

II. Role of Department, Municipalities and Providers in the Early Intervention Program

Pursuant to Public Health Law (PHL) § 2550, the Department is the lead agency responsible for the administration of the Early Intervention Program in this State. Each individual Municipality and the city of New York is responsible for the local administration of the program, which includes but is not limited to, accepting referrals of children potentially eligible for program services, assigning initial service coordinators, participating in IFSP meetings, ensuring that early intervention (EI) services contained in an IFSP are appropriately delivered, and reimbursing providers for services not covered by Medicaid or commercial insurance according to rates set by the Department pursuant to regulations. PHL authorizes the Department to contract with a fiscal agent that will handle provider claiming and payment. The Provider hereby understands and agrees that the claims submitted shall be accurate and complete, and shall reflect the actual service rendered. The Provider further understands and agrees that, pursuant to PHL § 2557(3) and (3-a), PHL § 2552(1) and 10 NYCRR § 69-4.12, both the Department and the Municipality are authorized to monitor and audit evaluators, service coordinators and Providers of services within the Municipality. Provider understands and agrees that certain provisions within this Agreement that require notice to the Municipality or includes the Municipality with respect to obligations or requirements, are designed to acknowledge the Municipality’s role in the local administration of the Early Intervention Program and in the oversight of Providers in the delivery and payment for evaluations and services provided to children within such Municipality.

III. Provider Responsibilities

- A. Provider shall comply with all applicable provisions of law, rule and regulation when participating in the Early Intervention Program, including but not limited to PHL §2550 et seq, 10 NYCRR SubPart 69-4, Part C of the Individuals with Disabilities Education Act and its regulations at 34 CFR Part 303, and the Family Educational Rights and Privacy Act (FERPA) and its regulations at 34 CFR Part 99.
- B. Agency Provider understands and hereby agrees that it is responsible for and shall ensure that its employees and Individual Providers under contract with such Agency Provider comply with the provisions of applicable law and regulations, and with the terms of this Agreement when delivering evaluations or services on behalf of the Agency Provider.
- C. Provider hereby agrees that Provider can and shall deliver services in the areas of the State identified by the Provider to the Department as part of this agreement but the Provider is not prohibited from providing services in additional areas of the State. Provider shall only conduct evaluations and deliver the services for which Provider is approved by the Department to deliver.
- D. Provider understands and hereby agrees that nothing in this Agreement or Appendix 1 of this Agreement shall be deemed to require or otherwise hold the Department responsible for making payment to the Provider for evaluations or services rendered under the EIP. Provider understands and agrees that reimbursement for evaluations and services is governed by PHL §2557 and §2559. In accordance with those sections, Providers who receive direct service authorizations from a Municipality shall, in the first instance and where applicable, seek reimbursement under a health insurance policy, plan or contract, including under the medical assistance program or the child health insurance program, prior to seeking reimbursement from a Municipality for services rendered to a child who has health insurer or health maintenance organization coverage. Payments will be made by insurers and the Medicaid Program directly to the Provider and remittance advices will be submitted by the third-party payers to the Department's state fiscal agent (SFA) with claims adjudication information. The SFA will inform the Provider of denied claims and will work with the Provider to address any denials resulting from inaccurate or incomplete information required for payment (for example, missing diagnostic or procedural codes.) Pursuant to PHL §2557, approved costs, other than those reimbursable under a health insurance policy, plan or contract, including under the medical assistance program or the child health insurance program, for evaluations and services shall be a charge upon the Municipality wherein an eligible child resides. Provider shall not seek or be entitled to reimbursement directly from the Department for evaluations or services rendered to eligible children under the EIP.
- E. Provider understands and hereby agrees that the Provider cannot be involved in any activity relating to the provision of evaluations or services rendered under the EIP if the Provider is excluded from Medicaid or Medicare.
- F. Agency Provider understands and hereby agrees that the Agency Provider must verify that a person is not excluded from Medicaid or Medicare at the time of hire or upon entering into contract and at least verify every thirty (30) days that current employees and contractors used by the Agency Provider have not been excluded.
- G. Provider understands and hereby agrees that nothing in this Agreement shall be construed as guaranteeing to Provider a specific number of evaluation assignments or service authorizations. Provider understands and agrees that the Provider may not be assigned any evaluations or provided with any service authorizations in the EIP, and/or that service authorizations may be modified at any time in accordance with PHL, for reasons including but not limited to the eligible child has progressed under the EIP and the IFSP team determines that a service should be reduced or is no longer needed. Provider further understands that payment for evaluations and services under the EIP is subject to funds being appropriated and made available therefor.
- H. Provider understands and hereby agrees that all sites are under the control of the Provider and will be maintained in compliance with all applicable laws and regulations and implement a policy for addressing health, safety and sanitation issues that conforms with standards established by the Department and where applicable, in conformance with the American with Disabilities Act. Provider further understands that all sites under the control of the Provider must be approved by the Department prior to rendering EIP services at each site.

IV. Personnel

- A. Provider hereby affirms that Provider can deliver services on a twelve-month basis and provides flexibility in hours of service delivery, which includes but is not limited to, rendering services outside of standard business and/or operating hours. This includes but is not limited to service delivery on weekend and evening hours in accordance with eligible children's IFSPs.
- B. Provider shall maintain a statement from a health care provider which documents that the Provider, and employees and Individual Providers under contract with an Agency Provider, has no diagnosed disorder or condition that would preclude him/her from providing services. Such statement shall be obtained prior to the provision of services and updated on an annual basis thereafter.
- C. Provider shall maintain proof from a health care provider that the Provider, and/or employees and Individual Providers under contract with an Agency Provider, meet the following requirements, prior to provision of services:
- measles, mumps, and rubella titer and/or vaccine; and annual Mantoux/PPD or chest X-ray with the exception of EI Providers who are also licensed day care providers by the NYC Bureau of Day Care. NYC Bureau of Day Care Providers must demonstrate that upon commencement of work, a record of testing performed for tuberculosis infection, and further testing at any time, if required by the NYC Bureau of Day Care.
 - have the following recommended vaccines or has documented refusal, prior to the provision of EI Provider services: Hepatitis B vaccine, Tetanus immunization within the past 10 years, Diphtheria, Pertussis, Varicella, and Influenza.
- D. In accordance with Social Services Law (SSL) §424-a and §495, Agency Provider shall conduct a Staff Exclusion List (SEL) check of potential hires through the New York State Justice Center for the Protection of People with Special Needs (Justice Center) prior to conducting a Statewide Central Register (SCR) of Child Abuse and Maltreatment check. The Agency Provider is responsible for initiating this process with the state's Justice Center.
- E. Providers shall, in accordance with Social Services Law (SSL) § 424-a, ensure that Statewide Central Register Database Check Form LDSS-3370 is completed and submitted to the SCR for: (i) any person who is being actively considered for employment, and who will have the potential for regular and substantial contact with children who receive early intervention services; and (ii) any prospective Individual Provider providing goods and services who will have the potential for regular and substantial contact with children who receive services. Agency Provider shall complete the SCR database check and must receive an acceptable response from the SCR prior to authorizing or allowing any person or Individual Provider to have any unsupervised contact with a child receiving early intervention services. If any person about whom the Agency Provider has made an inquiry is found to be the subject of an indicated report of child abuse or maltreatment, such Agency Provider must, in accordance with SSL § 424-a, determine, on the basis of information it has available and in accordance with guidelines developed and disseminated by the NYS Office of Children and Family Services for child care services, whether to hire, retain or use the person as an employee, volunteer or contractor or to permit the person providing goods or services to have access to children being served by the Agency Provider. Whenever such person is hired, retained, used or given access to children in the EIP, such Agency Provider must maintain a written record, as part of the application file or employment or other personnel record of such person, of the specific reason(s) why such person was determined to be appropriate and acceptable as an employee, volunteer, contractor or provider of goods or services with access to children being served the Agency Provider.
- F. If Agency Provider denies employment or determines not to retain or utilize such person, Agency Provider shall comply with the requirements contained in SSL § 424-a.
- G. Provider shall review and become familiar with the Department's guidance and written policies and procedures for the provision of EI services, including but not limited to guidance regarding referral, eligibility, evaluations, provision of services, record keeping and claiming. Agency Providers shall ensure that its employees and Individual Providers under contract with such Agency Providers are familiar with such guidance, policies and procedures.
- H. Agency Providers shall only utilize qualified personnel as defined in 10 NYCRR §69-4.1 as appropriate for the provision of authorized services, and shall ensure that such qualified personnel maintain current

registration, certification or licensure in the area for which they are providing services on behalf of the agency.

- I. Individual Providers shall demonstrate proficiency in early childhood development and only render services within the scope of practice for which they are licensed and currently registered, or certified, as applicable, and within the areas in which the Individual Provider has been trained and educated, and with which he or she is familiar and competent.
- J. Agency Providers shall assign a speech language pathologist to provide services to a child when a speech service is authorized in a child's IFSP; the Agency Provider shall not assign a certified teacher when speech services are authorized in the child's IFSP and requested by the service coordinator.
- K. Provider, employees and independent contractors (including Service Coordinators) utilized by a Provider Agency to deliver services shall demonstrate continued professional development related to their professional field of practice, including but not limited to family-centered services, child outcomes, quality improvement and on state and municipal policies and procedures of the early intervention program, including participation in Department-sponsored training. Provider shall participate in a minimum of ten clock (10) hours of professional development activities per year. Such professional development activities are not restricted to Department sponsored training and may include other professional activities necessary for licensure and activities identified by the Provider to increase the Provider's professional skills and knowledge. Activities may include but are not limited to formal continuing education courses/workshops, formal academic study, independent study, mentoring, and in-service training programs. Activities may also include Department sponsored training, Municipal sponsored training, webcasts, and webinars which may be provided particularly during periods of introduction of a new policy and procedure. Provider will maintain documentation of professional development activities and make such documentation available upon request to the Department and/or Municipality.
- L. Agency Providers will, before utilizing a student/intern, a physical therapy assistant or an occupational therapy assistant for the provision of EI provider services, notify the Municipality, service coordinator and parent that the Agency Provider intends to have a student/intern, a physical therapy assistant or an occupational therapy assistant provide services under the supervision of a licensed practitioner; provide the Municipality, service coordinator and parent a written plan for how the supervising practitioner will assume professional responsibility for the services provided under his or her direction and how the need for continued services will be monitored; and have agreement from the Municipality, service coordinator and parent prior to the provision of services by a student/intern, a physical therapy assistant or an occupational therapy assistant.
- M. Agency Providers shall maintain, using the Department's electronic database, a contemporaneous list of their employees and Individual Providers under contract with such Agency Provider which reflects the current staff available to provide EI services.
- N. Provider shall be familiar with and comply with all applicable Medicaid rules and regulations. Provider shall not engage in any act which constitutes an unacceptable practice under the Medical Assistance Program as enumerated in Title 18 of the New York Code of Rules and Regulations Section 515.2(a) and (b) (1) through (b) (15), (17) and (18). Agency Providers shall not utilize employees or Individual Providers or vendors, who have been excluded from participation in the Medical Assistance Program. Agency Providers shall ensure that they do not employ, or are affiliated with, any individual or agency, which has been excluded from either the Medicare or the Medicaid program. Providers shall routinely but no less than every thirty (30) days review federal and state databases to determine if employees, prospective employees, and contractors (Individuals and other Agency Providers), have been excluded or terminated from participation in the Medical Assistance Program.
- O. Provider shall provide their own equipment and supplies including toys necessary to conduct their business. Provider understands that it is not the responsibility of the Department or Municipalities to supply such equipment, supplies or toys. Provider shall comply with applicable health and safety standards, including those related to use of toys, equipment and supplies.
- P. Provider shall obtain access to the Department's electronic database for at least one person for the purpose of managing EI information necessary to conduct business utilizing the electronic database.

V. Services

- A. Provider shall use informed clinical opinion, observation and ongoing assessment in collaboration with the family/caregiver and additional team members to prioritize identified family/caregiver areas of concern. Provider shall be an active participant in the development of integrated family & child focused goals and outcomes for the IFSP. As a licensed and/or certified professional focused on their field of practice, Provider shall encourage families and caregivers to collaboratively identify priorities as they relate to a child's participation in everyday activities; observe families/caregivers and their children to engage in activities when clinically appropriate; collaboratively document child and family strengths, accomplishments, interests and needs which will assist a family to be an informed advocate for their child/children and active member of the IFSP team; and inform an IFSP team, if the provider is unable to attend an IFSP meeting.
- B. Provider shall render services in conformance with the child's and family's IFSP, including but not limited to functional outcomes, the duration specified, location and frequency of such service.
- C. Provider understands and agrees that the use of aversive intervention in any form is strictly prohibited when providing EIP services. Aversive intervention is defined in 10 NYCRR § 69-4.9 to mean an intervention that is intended to induce extreme or excessive and/or non-therapeutic pain or discomfort to a child for the purpose of modifying or changing a child's behavior, limiting a child's free range of movement, or eliminating or reducing maladaptive behaviors, including but not limited to the following: contingent application of noxious, painful, intrusive stimuli or activities; any form of noxious, painful, or intrusive spray (including water or other mists), inhalant, or tastes; contingent food programs that include the denial or delay of the provision of meals or intentionally altering staple food or drink to make it distasteful; movement limitation used as punishment, including but not limited to helmets and mechanical restraint devices; physical restraints; blindfolds; and white noise helmets and electric shock.
- D. Provider shall work collaboratively with the family to identify strategies/activities and the necessary services and supports to achieve IFSP outcomes including but not limited to developing and enhancing the family's capacity to support their child's learning and development between visits; building on the interests and strengths of the child and family; and determining the intensity, and method for each service to be reasonable and not burdensome to the family.
- E. Provider shall use a child developmental approach in intervention strategies, incorporating evidence-based child development practices with necessary adaptations to foster and promote age appropriate development.
- F. Provider shall use an individualized approach, including consideration and respect for cultural and religious, lifestyle, ethnic, and other individual and family characteristics.
- G. Provider shall be an active participant in the development and implementation of a transition plan for a child transitioning from the EIP.

VI. Documentation and Recordkeeping

- A. When required by the Department, Provider shall utilize a standardized reporting format when reporting on services delivered in the EIP.
- B. Provider shall maintain documentation necessary to support claiming to third party payors (Medicaid and commercial insurers), the Municipality and State. In instances where corrections are made to documentation required to support claiming, the rendering provider shall leave his or her original writing intact, strike through the mistake with a single line, make a legible correction and clearly write his or her initials and date correction was made next to the correction. Provider shall not use white-out in an EI record.
- C. Provider shall maintain contemporaneous session notes, utilizing a Department standardized form when required by the Department, following each child and family contact, which shall include the information required in 10 NYCRR 69-4.26(c) including: the recipient's name, date of service, type of service provided, time the Provider began delivering therapy to child and end time, brief description of the recipient's progress made during the session as related to the outcome contained in the IFSP, name, title, and signature of the person rendering the service, date the session note was created, and signature of the

parent or caregiver which documents that the service was received by the child on the date and during the period of time as recorded by the Provider.

- D. Provider understands and hereby agrees that all 'make-up' sessions must be consistent with Department regulations and guidance, occur in conformance with the IFSP and session notes created for 'make-up' sessions must accurately state that the session is in place of a previously scheduled session, and reflect the date/time that the 'make-up' session occurred. Provider further understands and hereby agrees that Provider risks non-payment for inaccurate claims.
- E. Original session notes must be maintained in accordance with the requirements of 10 NYCRR § 69-4.26. In situations where an Individual Provider is rendering services to a child and family under an authorization to such Provider by a Municipality or when the Individual Provider is rendering services as a contractor to an Agency Provider, the Individual Provider shall maintain the original session notes. A Municipality or Agency Provider may request or require submission of copies of such Individual Provider's session notes. Original EI records generated by qualified personnel who are employees of a Municipality or Agency Provider shall be retained by the respective Municipality or Agency Provider.
- F. Provider shall make periodic progress notes summarizing the effectiveness of the service and the progress being made toward outcomes included in the child's and family's IFSP. Progress notes shall be made at a minimum frequency of twice during the IFSP yearly cycle - for six-month IFSP reviews and for the annual IFSP review. The Department may direct that the progress notes be made in a certain format or manner. Progress notes shall be included in the child's record and shall be available upon request by the service coordinator, Municipality, or Department.
- G. Provider shall maintain records that document the performance of services required to be completed by Provider on behalf of eligible children and their families, including but not limited to: parental consents for provision of evaluations and services; reports, session notes, progress notes, and other documentation related to evaluations or service delivery; a copy of the IFSP; service authorizations; physicians orders and/or prescriptions for services provided and other documents as may be required in regulation.
- H. Provider shall maintain accurate and complete records that support claiming for actual services rendered. Provider shall only submit claims for payment that accurately reflect the service provided by qualified personnel authorized to provide the service on the date such service is provided and which shall be consistent with the child's IFSP.
- I. Provider shall maintain complete records and data that support information necessary for the Department to report annually through the Part C Annual Performance Report (Part C- APR). Information/data will include but is not limited to timely IFSP, timely services, and transition steps and services. The Department may direct that information be made in a certain format or manner.
- J. Provider shall retain EI records pertaining to a child and family for a minimum of six years from the date that care, services, or supplies were provided to the child and family. Individual Providers who are licensed, registered, or certified under state education law must retain child and family records for the period of time set forth in the laws and regulation that apply to their profession.

VII. Notifications

- A. Provider shall make reasonable efforts to notify the child's parent/family/caregiver prior to the date and/or within one hour prior to the time on which a EI provider service is to be delivered, of any temporary inability to deliver such service due to circumstances such as illness, emergencies, hazardous weather, or other circumstances which impede the provider's ability to deliver the service. If circumstances prevent such notification prior to a visit, notification should be provided as soon as possible following the missed visit. Provider shall also make reasonable efforts to notify the child's parent/family/caregiver if the Provider will be more than fifteen (15) minutes late for a scheduled session, due to uncontrollable circumstances.
- B. Provider shall make reasonable efforts to notify the Department and municipality (s) within five (5) business days of any prolonged closure or unavailability to provide EI services to children located in a specific municipality
- C. Provider shall notify the child's parent and service coordinator at least five (5) business days prior to any scheduled absences due to vacation, professional activities, or other circumstances, including the dates for

which the Provider will be unable to deliver services to the child and family in conformance with the IFSP and the date on which services will be resumed by such Provider. Missed visits may be rescheduled and delivered to the child and family by such Provider, as clinically appropriate, agreed upon by the parent and in conformance with the child's and family's IFSP.

- D. Provider shall notify the child's service coordinator and early intervention official (EIO) of the intent to permanently terminate the delivery of early intervention program services to a child and the child's family, for any reason, at least thirty (30) calendar days prior to the date on which the Provider intends to cease providing services.
- E. Provider shall notify the child's service coordinator within twenty-four (24) hours of the child's absence from more than three (3) consecutive scheduled sessions for the delivery of services, indicating the reason for said absence, if known.
- F. Provider shall notify the service coordinator and the Municipality within two (2) business days, when a parent voluntarily withdraws their child from early intervention services with a Provider, for any reason.
- G. Provider shall notify the Department, in writing, within five (5) calendar days, in the event Provider becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Provider's ability to perform under this Agreement.
- H. Individual Providers shall notify the Department within two (2) business days if their license is suspended, revoked, limited or annulled, regardless of whether the suspension or limitation is stayed.
- I. Provider shall notify the Department immediately upon becoming aware that the, Medicare or Medicaid certification of Provider, or any employee or Individual Provider under contract with the Agency Provider is restricted, suspended or temporarily and/or permanently revoked by any regulatory authority.

VIII. Mandated Reporting

- A. Providers shall report or cause to be reported suspected cases of child abuse and/or maltreatment to the SCR whenever they believe that there is reasonable cause to suspect that a child, made known to them in their official capacity as a Provider under the EIP, is or has been abused or maltreated.
- B. Provider shall develop and maintain policies and procedures regarding the reporting of suspected child abuse and/or maltreatment. Agency Providers shall ensure that its employees and Individual Providers under contract with such Agency Provider are aware of the Agency Provider's policies and procedures in this regard.

IX. Confidentiality

- A. Provider shall preserve the confidentiality of all electronic and/or hard-copy data and information, both historical and current data, that is shared, received, collected, or obtained in relation to services provided in the EIP, in accordance with applicable law and regulations, including but not limited to FERPA and 10 NYCRR § 69-4.17.
- B. Provider shall keep child records secure, whether records are stored in a business location, an Individual Provider's home or at a secure location outside the Provider's home. Provider shall have a written policy on confidentiality and meet all confidentiality requirements of the EIP, including physical security.
- C. Provider shall prevent the disclosure, redisclosure or release of such data or information, except as expressly authorized by law. Provider shall not use such data or information for personal benefit.
- D. Provider agrees to develop and maintain specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or HIV-related illness or HIV infection or laboratory tests performed on an individual for HIV-related illness.
- E. Agency Provider agrees to comply with the confidentiality and disclosure requirements set forth in and in Part 403 of New York State Social Service Law and Section 2782 of Public Health Law, and ensure that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services, are fully informed of the penalties and fines for redisclosure in violation of State law and regulations.

- F. The Provider fully agrees that any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

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.

X. Marketing

- A. Provider shall comply with the provisions of 10 NYCRR § 69-4.5(e).
- B. Provider shall not represent themselves as, or claim to be, an officer or employee of the State or Municipality by reason of this Agreement.
- C. Provider shall ensure that marketing and advertising materials adhere to the Department's Marketing Standards for Early Intervention Service Providers and adequately inform parents or guardians of children less than three years of age who are suspected of having a disability or are at risk of disability about the EIP.

XI. Auditing, Monitoring, Due Process

- A. Provider shall cooperate with any announced or unannounced fiscal audit, programmatic monitoring and/or quality improvement monitoring by the Department, Municipality or its respective designee. Provider shall maintain and make available to the Department and Municipality upon request, complete financial records and clinical documentation related to the provision of services to permit a full fiscal audit by appropriate State and municipal authorities.
- B. Provider shall make available such records or documents that are requested on the date and time of the visit, and shall provide access to the facility for facility based Providers.
- C. Provider shall render diligently to the Department and the Municipality any and all cooperation, without additional compensation, that may be required as part of an investigation, mediation, or hearing.
- D. Provider shall demonstrate full and faithful cooperation with any investigation, audit or inquiry conducted by the Department, Municipality or State or Federal governmental agency or authority that is empowered directly or by designation to compel attendance of witnesses and to examine witnesses under oath, or conducted by a governmental agency that is a party in interest to the transaction, that is subject of the investigation, audit or inquiry.
- E. Provider shall render diligently to the Municipality and Department any and all cooperation, without additional compensation, that may be required to defend the Municipality and/or Department against any claims, demand, or action that pertain to Provider that may be brought against the Municipality and/or the Department in connection with services rendered by or on behalf of Provider to children under the Early Intervention Program and/or the terms and provisions of this Agreement.
- F. Provider shall implement to the satisfaction of the Department, corrective actions deemed necessary by the Department or its designee to bring the Provider into compliance with applicable State and Federal statutes and regulations governing the EIP. Provider shall further implement, to the satisfaction of the Municipality, any corrective actions as may be required by Municipality after an audit or monitoring of the Provider by the Municipality in accordance with PHL § 2557(3-a), PHL § 2552(1) and 10 NYCRR § 69-4.12.
- G. Provider understands and hereby agrees that payment by the Municipality may be withheld or suspended if upon audit or monitoring by the Department or Municipality it is found that the Provider, and/or employees or Individual Providers under contract with an Agency Provider, did not provide the services claimed for, the services were not provided in conformance with a child's IFSP, the rendering provider was not qualified by licensure, certification or registration to deliver the services, and/or the services were not provided in conformance with law or regulation or this Agreement.

XII. EI Model Specific Responsibilities

A. Service Coordination

- A1. Provider, and employees and Individual Providers under contract with an Agency Provider, who deliver service coordination services, shall, in accordance with 10 NYCRR §§ 69-4.4 and 69-4.5(xi) demonstrate continued professional development on state and local policies and procedures of the EIP, including participation in Department-sponsored training. Provider shall maintain documentation of continuing education/training and make such documentation available upon request to the Department and Municipality.
- A2. Provider shall ensure that they, their employees and independent contractors utilized by the Provider Agency demonstrate participation in on-going training including but not limited to introductory service coordination, advanced service coordination, evaluation, and IFSP training sponsored or approved by the Department of Health, when Provider is approved for service coordination services.
- A3. Provider, and employees and Individual Providers utilized by an Agency Provider who deliver service coordination services on behalf of the Agency Provider shall complete introductory service coordination training sponsored or approved by the Department of Health prior to rendering service coordination services and participate in a minimum of one (1) professional development activity totaling a minimum of 1 1/2 clock hours directly related to service coordination per calendar year. Such activity is not limited to Department sponsored training but can include other professional development activities which focus on enhancing skills necessary for service coordinators to increase their competency to provide service coordination activities.
- A4. Provider shall render all service coordination activities as set forth in applicable law and regulations and as specified in the child's IFSP.
- A5. Provider of initial and/or ongoing service coordination services shall document all activities (billable and non-billable) related to the performance of their duties which includes the following information: recipient's name; date of service; a description of the specific service coordination activity performed; name, date of contact, and purpose of contact for providers or others contacted on behalf of the child and family as necessary to implement the IFSP; start and end time for each contact; and name, title and signature of the service coordinator, as applicable. The Department may require that the Provider document such activities using a standard form or format.
- A6. Provider shall provide Service Coordination as authorized by the Municipality when authorized for initial service coordination, and when authorized for on-going service coordination for a child/family, up to the limit of units of service coordination prescribed in the IFSP and indicated on the service authorization. Provider shall provide additional units of service only if authorized in accordance with a fully executed amendment to the IFSP, which shall include signatures of the Parent (s) and EIO/designee and IFSP team members.
- A7. Provider shall prepare and submit reports and/or data regarding Service Coordination activities as requested by the Department or Municipality in a manner and format as may be requested by the Department or Municipality.
- A8. Provider shall be reasonably accessible to the child's evaluator, other Providers of EI services, the Department and the Municipality during standard business hours.
- A9. The Provider shall be reasonably available to the parent in a manner that does not limit service access to daytime and/or weekday hours and does not limit access to a specific location. The Provider shall ensure that accessibility for service coordination are available to families in non-traditional schedules and through a variety of methods and locations. Provider shall be responsible for informing families of changes to their contact number, email address, and the specific times and places of their accessibility.
- A10. Provider shall communicate with the family about the purpose of Early Intervention, provide all information to the family in the family's dominant language or other mode of communication unless clearly not feasible to do so, and shall ensure that the family has received or has access to the

current version of Early Intervention Steps: A Parent's Basic Guide to the Early Intervention Program, the parent's handbook that provides information about the program upon referral to the EIP.

- A11. Provider shall describe the rationale for services in natural environments. Provider shall describe each step of the IFSP process, including its purpose, and what service delivery might look like.
- A12. Provider shall collaboratively balance listening to the family with sharing information and shall use open-ended questions that encourage the family to share their thoughts and concerns. Provider shall discover family preferences for sharing and receiving information as well as the family's teaching and learning strategies they prefer to use with their child.
- A13. Provider shall review with the EI family the EIP procedural safeguards/due process rights upon initial contact with the family and whenever the family may disagree with an eligibility decision or with the early intervention official/designee decision regarding services for their child/family.
- A14. Provider shall assist families to obtain the services and/or assistance they need.
- A15. Provider shall inform the family that services must be at no cost to families, use of Medicaid and/or third party insurance for payment of services is required under the EIP, that any deductible or co-payments is not the responsibility of the family; the use of third party insurance for payment of early intervention services will not be applied against lifetime or annual limits specified in their insurance policy, if such policy is subject to New York State law and regulation; and that the Municipality/Department/service coordinator will not obtain payment from their insurer, if such policy is not subject to New York State law and regulation and if the insurer is therefore not prohibited from and will apply payment for early intervention services to the annual and lifetime limits specified in their insurance policy. Provider shall collect, from the family, information on any insurance policy, plan or contract under which an eligible child has coverage.
- A16. Provider shall review all options for evaluation and screening with the family from the list of approved evaluators including location, types of evaluations performed, and settings for evaluations (e.g., home vs. at the evaluation agency). Upon selection of an evaluator by the family, the Provider shall ascertain from the family any needs the family may have in accessing the evaluation. Provider shall at the family's request, assist the family in arranging of the evaluation after the family selects from the list of approved evaluators.
- A17. Provider shall contact the family to ensure that the family has received information concerning alternative approved evaluators and ascertain from the family any needs the family may have in accessing the evaluation, if the family has accessed an approved evaluator prior to contact by the initial service coordinator.
- A18. Provider, upon receipt of the results of the evaluation, may with parental consent and the approval of the early intervention official, require additional diagnostic information regarding the condition of the child, provided that such information is not unnecessarily duplicative or invasive to the child according to guidelines of the Department of Health. One such example is that such information may assist the IFSP team to determine the appropriate type, location, frequency or duration of the EI provider service.
- A19. Provider shall prior to obtaining written parental consent for additional diagnostic information, provide the family with a written explanation which shall include: diagnostic information requested; reasons for obtaining the information, and use of the information; location of diagnostic testing; source of payment and that no costs shall be incurred by the parent; a statement that the information shall not be used to refute eligibility; and a statement that the meeting to formulate the Individualized Family Service Plan shall be held within the 45 day time limit.
- A20. The Provider shall, with parent consent, notify the Office for People with Developmental Disabilities' regional developmental disabilities services office of the potential eligibility of a child for programs or services available under that Office, if the Provider, in consultation with the evaluator, identifies the child as potentially eligible for programs or services offered by or under such office.

- A21. Provider shall, upon the determination of a child as ineligible for EIP services, inform the family of the right to due process procedures as set forth in 10 NYCRR § 69-4.17 and shall inform the family of other services which the family may choose to access and for which the child may be eligible and offer assistance with appropriate referrals.
 - A22. Provider shall collect from the family a written referral from a primary care provider as documentation, for eligible children, of the medical necessity of EIP services in order to support private insurance claiming.
 - A23. Provider shall assist the family in preparing for the meeting to develop the IFSP, including facilitating their understanding of the child's multidisciplinary evaluation and identifying their resources, priorities, and concerns related to their child's development.
 - A24. Provider shall inform the family of the opportunity to select an ongoing service coordinator, who may be different from the initial service coordinator, at the Individualized Family Service Plan meeting or at any other time after the formulation of the IFSP.
 - A25. Provider shall ensure that the IFSP, including any amendments thereto, is implemented in a timely manner within thirty (30) days of parent consent to the IFSP, or if the projected date for the initiation of a service is greater than thirty (30) days of parent consent to the IFSP, not later than thirty (30) calendar days after the projected date for initiation of the service.
 - A26. Provider shall in consultation with the service Provider and the family/caregiver continuously seek the appropriate services and situations necessary to benefit the development of the child for the duration of the child's EIP eligibility, including providing appropriate referrals for families to access social and mental health services.
 - A27. When notified by a Provider or by otherwise becoming aware of a child's absence from more than three (3) scheduled sessions for the delivery of services, Provider shall contact the child's parent/family to ascertain the reason for any absences and immediately notify the EIO regarding the absences, reason for such absences and whether there is a need to modify an existing IFSP.
 - A28. Provider shall early in the relationship with the family, have conversations about what they want for their child's future once they transition from the EIP.
 - A29. Provider shall identify transition issues and discuss steps to prepare the family for choices/options at different transition points and to prepare the child for participating in the new setting when transition occurs. Provider shall ensure that the family understands the timeframe for transition from the EIP and when transition planning should occur.
 - A30. Provider shall, together with the IFSP team, develop a transition plan as part of the IFSP process which includes the outcomes and activities to prepare the child and family for success after early intervention.
 - A31. When applicable, Provider shall notify the local Committee on Preschool Special Education (CPSE) of a child's potential transition to CPSE services utilizing Department-standardized forms, procedures, and timelines in accordance with applicable law and regulations.
 - A32. Provider understands and agrees that, in accordance with PHL § 2552, a Municipality may request that the parent/family select a new service coordinator or require that the service coordinator select a new Provider of services if the Municipality finds that the service coordinator or Provider, as applicable, has not been performing his or her responsibilities as required or that services have not been provided in accordance with the child's IFSP.
- B. Evaluations & Screenings
- B1. Provider shall only provide evaluation and screening services as authorized in accordance with their licensure, registration or certification. Agency Providers shall only use qualified personnel who are licensed, certified or registered in the area for which they are providing evaluation services for the provision of core/multidisciplinary evaluations and/or supplemental evaluations

- B2. Provider shall provide evaluations in accordance with a service authorization issued by the Municipality or service coordinator. If the parent selects an approved Provider to conduct the evaluation prior to the designation of an initial service coordinator, the Provider shall immediately notify the EIO of such selection and shall begin the evaluation no sooner than four (4) business days of the EIO's receipt of written notice from the Provider. The Provider shall obtain parental consent to conduct the evaluation prior to the initiation of the evaluation.
- B3. Provider shall when conducting a multidisciplinary evaluation include qualified personnel who have sufficient expertise in child development, and include at least one qualified personnel in the area of the child's suspected delay or disability. The primary area of concern must be included as part of the core evaluation. No evaluation may be performed by telephone, in whole or in part.
- B4. Provider shall when conducting a family assessment include qualified personnel who are trained in the use of professionally accepted methods and procedures to assist the family in identifying their concerns, priorities, and resources related to the development of their child.
- B5. Provider shall ensure that they and, if applicable, their employees who provide Evaluation & Screening services complete continuing professional and clinical education relevant to early intervention services, and in-service training sponsored by the Department regarding evaluation and eligibility, within six (6) months of becoming an employee of the Agency Provider or within six (6) months of the start date of the Agreement, whichever is later. Provider or employees of an Agency Provider who render evaluations and screenings shall also participate in a minimum of one (1) professional development activity totaling a minimum of 1 1/2 clock hours per year related to the provision of evaluation & assessments to children under the age of 5 years old. Such activity is not limited to Department sponsored training but can include other professional development activities which focus on enhancing skills necessary for evaluators to increase their competency to provide evaluation activities. Provider shall have the training and competency to administer a particular evaluation tool prior to conducting an EI evaluation utilizing such tool. Agency Providers shall ensure that its employees who conduct evaluations have the training and competency to administer a particular evaluation tool prior to conduct an unsupervised evaluation.
- B6. Provider shall ensure that they and, if applicable, all employees and Individual Providers under contract to provide evaluations for an Agency Provider, have access to the Department's guidance regarding evaluations and eligibility criteria for the early intervention program, prior to conducting an evaluation or screening and that it is implemented appropriately.
- B7. Provider shall have availability and competency to screen, evaluate, and assess infant and toddler development using appropriate methods and procedures, both formal and informal.
- B8. Provider shall utilize evaluation and assessment procedures that are responsive to the cultural, ethnic, religious and linguistic background of the family. Tests and other evaluation materials and procedures shall be administered in the dominant language or other mode of communication of the child, unless it is clearly not feasible to do so. If such an evaluation is not possible, Provider should not accept the evaluation assignment or must document the attempts to locate a bilingual evaluator and notify the service coordinator of their inability to provide the evaluation in the dominant language or other mode of communication of the child and receive further direction from the service coordinator before proceeding with the evaluation. The service coordinator may, after discussion with and consent by the parent, request that the evaluation be reassigned to another Provider or Provider Agency.
- B9. Agency providers shall only use qualified personnel who are licensed, certified or registered in the area for which they are providing evaluation services for the provision of core/multidisciplinary evaluations and/or supplemental evaluations.
- B10. Provider shall adhere to recognized standards of practice for their respective disciplines when conducting evaluations and utilizing and scoring standardized assessment instruments.
- B11. Provider shall, when conducting a multidisciplinary evaluation include the core components of a developmental assessment of all domains (physical development, cognitive development,

communication development, social or emotional development, and adaptive development); a review of pertinent records, parent interview, and, at the option of the family, a family assessment.

- B12. Provider shall use the most recent edition of a standardized test instrument as soon as practicable (e.g., when the standardized instrument has become widely available, including the availability of training, if required by test developers) when conducting evaluations for the purpose of determining a child's initial or ongoing eligibility for the EIP. Standardized test instruments must be administered, scored and interpreted according to the tool's manual.
- B13. Provider understands that no single procedure or instrument may be used as the sole criterion or indicator of eligibility. Provider shall utilize information from a variety of appropriate sources, including but not limited to standardized instruments and procedures, when appropriate or possible; observations of the child; parent interviews; informed clinical opinion; and any other sources of information about the child's developmental status available to the team conducting the child's evaluation.
- B14. Provider shall consider the parent's input regarding the preferred natural environment/setting for the evaluation and should conduct an evaluation in a setting conducive to ensuring accurate results. After the evaluation, the family should be asked whether they believe their child's response was optimal, and the family's response shall be included in the evaluation summary and report.
- B15. Provider shall immediately notify the Parent, the Service Coordinator and EIO/M, prior to initiation of the Evaluation if the Provider reasonably believes that the Provider cannot provide an evaluation within a sufficient time frame so that it can be accomplished within forty-five (45) days necessary to schedule an IFSP (due to workload or scheduling issues).
- B16. Provider shall provide the family a single point of contact and phone number for the evaluation process.
- B17. Provider shall describe to the family each step of the evaluation process, including its purpose, and what the evaluation might look like, including process, rules and procedures that Providers must follow.
- B18. Provider shall discuss how information gathered from the family is used in planning and conducting the evaluation. Provider shall help the family decide how they want to participate in their child's evaluation. The child's parent shall have the opportunity to be present and participate in the performance of evaluation and assessments, unless the parent's circumstances prevent the parent's presence.
- B19. Provider shall provide evaluation results in layman's terms/user friendly language in a manner which is understandable to family and caregivers. Provider shall discuss screening, evaluation, and assessment information with families in understandable language and in the context of the child's strengths. Provider shall ensure that parents are afforded the opportunity to discuss the evaluation results with evaluators, including any concerns they have with the evaluation process.
- B20. Provider shall ensure that when conducting a multidisciplinary evaluation, the Evaluator prepares an evaluation report and written summary and submits the summary, and upon request the report, to the following individuals within sufficient time to ensure completion of the IFSP within forty-five (45) days of a child's referral to the EIP: the child's parent(s); the EIO; and the initial service coordinator. Provider shall ensure that the multidisciplinary report is coordinated by qualified personnel who conducted the child's evaluation.
- B21. Provider shall ensure that Provider creates one integrated multidisciplinary report according to a state-standardized form and that the evaluation report and summary include the names, titles, and qualifications of the persons performing the evaluation and assessment; a description of the assessment process; the child's responses to the procedures and instruments used as part of the evaluation process, the family's belief about whether the responses were optimal; the developmental status of the child in each of the five developmental domains, including the unique strengths and needs in each area; documentation of how clinical opinion was used by the persons performing the evaluation and assessing the child's developmental status and potential eligibility for

the EIP; and measures and/or scores that were used, if any; and an explanation of these measures or scores. The evaluation report shall also include diagnostic information and the International Classification of Disease (ICD) codes related to the child's eligibility, where appropriate.

- B22. Provider shall ensure that when a diagnosis is made during the evaluation, one or more persons who conducted the evaluation are qualified under the NYS Education Law to render the diagnosis. A diagnosis shall not be rendered by an evaluation team member unless they are qualified by their profession to render such diagnosis.
 - B23. Provider shall fully document the basis for Provider's eligibility determination and provide such information and documentation that may be requested by the Municipality or the Department within the timeframes specified.
 - B24. Provider shall ensure that if the results of the multidisciplinary evaluation indicate the child is not eligible for the EIP, the team's evaluation report will clearly document reasons why the child is not eligible. If a child is not eligible for the EIP but has a developmental delay and the evaluation team believes the child should receive services or supports outside of the EIP, the evaluation team should inform the family of options for services and community resources that will promote the child's development
 - B25. Provider shall submit any additional documentation or explanation requested by the Municipality, service coordinator or Department regarding any evaluation, within five (5) business days of the request.
 - B26. Provider understands and agrees that all evaluations must be completed in accordance with applicable law and regulations in order to receive payment for the same.
 - B27. Provider shall participate in IFSP meetings in accordance with the requirements of 10 NYCRR § 69-4.11.
 - B28. Provider understands and agrees that if the EIO determines that the Provider has not complied with PHL and/or regulations pertaining to an evaluation, the EIO may require that the Provider immediately submit additional documentation to support the eligibility determination and no later than five (5) business days, or if the documentation provided continues to be inconsistent with PHL or regulations, the EIO can require that the parent select another Provider to conduct a multidisciplinary evaluation to determine whether the child meets eligibility for EIP services.
- C. Home/Community-Based and Office/Facility-Based Individual/Collateral Visits
- C1. Provider shall provide home/community-based individual/collateral services in accordance with a service authorization issued by the Municipality or service coordinator.
 - C2. Provider shall assist families in learning ways that the family can report more effectively on their observations and understanding (assessment) of their child's skills, behaviors and interests. Provider shall document a family's observations and assessments into the child's session notes. Family observations and assessments should be encouraged but not required.
 - C3. Provider shall apply knowledge of current research and evidenced based practices to the development and implementation of strategies, therapy and interventions with the child and family.
 - C4. Provider shall work collaboratively with family/caregivers to seek opportunities to adapt learning experiences and therapeutic strategies to reflect individual characteristics of the child and family, and to identify and implement, as appropriate, strategies that enhance and promote the child's participation in natural learning opportunities across both child and family routines and community settings.
 - C5. Provider and family/caregivers shall collaboratively identify toys, materials, interactions and locations that are available, of interest to, and motivating for the child and family.

C6. Provider and family/caregivers shall collaboratively identify and incorporate family identified resources, concerns and priorities which shall result in individualized strategies promoting the outcomes identified by the family, therapeutic outcomes and outcomes identified in an IFSP. Provider shall be aware of and acknowledge new family concerns or interests.

C7. Provider shall assist the family in learning how to communicate with their child.

D. Group Developmental Intervention

D1. Provider shall provide group developmental intervention services in accordance with a service authorization issued by the Municipality or service coordinator.

D2. Provider shall only utilize qualified personnel as defined by 10 NYCRR § 69-4.1(ak) when assigning a substitute in situations where the usual group leader is absent.

D3. Provider shall provide EI services in a safe, developmentally appropriate environment which has adequate space for the group-size, a physical environment and facilities conducive to learning and reflective of the different stages of development of each child. Providers should incorporate, when possible, Universal Design for Learning principles into the creation of learning environments that support all children, including children with disabilities, when designing a learning environment. Provider agrees that it shall only provide Group developmental services in a location that has been included in Provider's application to the Department.

D4. Provider shall support a child's positive behavior through well-organized classrooms, consistent schedules, well-designed learning areas, established routines, and sensitive and appropriate guidance strategies.

D5. Provider shall engage in ongoing adaptations of the environment to meet the needs of individual children, including varying teaching strategies which can influence a child's ability to participate.

D6. Provider shall have clear curricular goals and learning outcomes and where appropriate individualized learning objectives for children and modification of instructional materials as indicated on the child's IFSP.

D7. Provider shall promote supportive interventions within the classroom which minimize the need for a child to be pulled out of the group for an individualized intervention.

D8. Provider shall foster a collaborative partnership with all persons involved with the child including the child's family, caregivers and other Providers and will create an individualized learning experience reflective of the individual child's social and cultural experience, child's interests, abilities, and developmental progress. Provider shall inform the child's family on a regular basis about their child's progress and experience in the group developmental setting.

E. Parent-Child Groups and Family/Caregiver Support Groups

E1. Provider shall provide parent-child groups and family/caregiver support group services in accordance with a service authorization issued by the Municipality or service coordinator.

E2. Provider shall assist parents to understand their child's needs and identify community resources to meet family and child needs and to understand the emotional impact of having a child with disabilities.

E3. Provider shall assist the family to learn multiple strategies for communicating with their child.

E4. Provider shall assist the family to be confident in their parental skills and in their ability to care for a child with disabilities.

E5. Provider shall assist the family to communicate with the team who works with his/her child and family and to develop skills as an advocate for the child.

E6. Provider shall assist the family to do things with and for their child that will help enhance their child's development.

- E7. Provider shall assist the family to learn how to communicate with their child.
- E8. Provider shall assist the family to learn how to understand and manage their child's behavior.
- E9. Provider shall assist the family to develop skills to cope with stressful situations.
- E10. Provider shall assist the family to enhance their own ability to modify family routines, such as mealtimes or bedtime, bathing and dressing to accommodate the family needs as well as the developmental and emotional needs of their child and to improve the family's quality of life.

F. Providers Using Applied Behavior Analysis (ABA) in the Delivery of ABA Early Intervention Provider Services

- F1. Provider understands and hereby agrees that "Applied behavior analysis" or "ABA" means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior.
- F2. Agency Provider understands and hereby agrees to only utilize qualified personnel as defined in 10 NYCRR §69-4.1 as appropriate for the provision of early childhood ABA services and such employees and Individual Provider have been trained, educated, and are familiar with and competent in the delivery of such services.
- F3. Provider understands and hereby agrees that Provider shall maintain and implement written policies and procedures for the delivery of ABA services which are in conformance with nationally recognized, evidence-based practices for the delivery of such services. Such written policies and procedures shall be: reviewed at least annually by the Provider and updated as necessary to maintain conformance with evidence-based practices for delivery of ABA services; and made available for review for monitoring purposes and upon request by the Department and/or its agent and the Municipality.
- F4. Provider shall be responsible for developing individual child ABA plans in collaboration with the child's family and Agency Provider, as appropriate, qualified personnel; directing the implementation of individual child ABA plans and the ongoing monitoring, systematic measurement, data collection, and documentation of child progress; modifying individual child ABA services as necessary to promote progress towards goals, generalization of learning; and, where applicable, transitioning of the child from receiving services in home- and facility-based settings to receiving services and participating in other community settings.
- F5. Provider shall provide assistance, training, and support as needed by parents/caregivers to assist them in follow-through activities specified in the child's ABA plan to enhance child development, behavior, and functioning.

XIII. Additional Provider Responsibilities

- A. Provider understands and agrees that nothing herein shall be deemed to create an "employee" and "employer" relationship between the Department and the Provider, or between the Municipality and the Provider. The relationship of the Provider to the Department or Municipality shall be that of an Independent Contractor for whom no federal or state income tax will be deducted by the Municipality in payment for services provided, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, and similar benefits available to the State or Municipal employees will accrue.
- B. Provider shall be responsible for the services for which Provider is approved to deliver and, with respect to Agency Providers, shall only utilize employees and/or Individual Providers and/or another Agency Provider when approved by the Department as an Agency Provider. Agency Provider understands and agrees that when utilizing Individual Providers or another Agency Provider to deliver authorized services, the Agency Provider may only utilize Individuals and Agencies approved by the Department and shall remain responsible for the services for which it is authorized to deliver that were rendered by the Individual Provider and/or the other Agency Provider, including but not limited to all claims for payment related to such services, and in ensuring that the Individual Provider and/or the other Agency Provider complied with all applicable rules and regulations in relation to such services.

- C. Agency Provider shall be responsible for the acts and omissions of Individual Providers and/or other Provider Agencies utilized by the Provider Agency for the provision of services as it is for the acts and omissions of persons directly employed by it.
- D. Provider shall maintain continued compliance with all applicable provisions of the Federal and State Labor Standards.
- E. Provider shall maintain continued compliance with all applicable provisions of the Federal Internal Revenue Code, 20 NYCRR-Taxation and Finance, and all rules promulgated there under, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes, as applicable.
- F. Provider shall operate and provide services in compliance with the provisions of the Civil Rights Act of 1964, as amended; with 44 CFR Part 7, entitled "Nondiscrimination in Federally Administered Programs"; and with 45 CFR Parts 84 and 85, entitled "Non-Discrimination on the Basis of Handicap in Program Activities Receiving or Benefiting from Federal Financial Assistance".
- G. Provider shall operate, hire, subcontract and provide services without regard to race, creed, color, national origin, sex, age, disability, sexual orientation, genetic predisposition or carrier status or marital status.
- H. Provider shall not have religious worship, instruction, or proselytizing as part of or in connection with the provision of early intervention Provider services, nor shall any of the funds provided under this Agreement be used for such purposes.
- I. Provider shall operate, hire and subcontract in compliance with the provisions of Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions.
- J. Agency Provider shall, in the event that the Agency Provider files for bankruptcy or reorganization under Chapter seven or Chapter Eleven of the United States Bankruptcy Code, disclose such action to the Department within (7) seven days of filing. This Agreement shall not be assigned by the Provider or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of and attempts to do so are null and void.
- K. Indemnification:
 - i. Provider shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Provider or its employees or Individual Providers under contract, pursuant to this AGREEMENT. The Provider shall indemnify and hold harmless the Department and its officers and employees and Municipalities and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT and under the EIP.
 - ii. The Provider is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the Department or Municipality nor make any claims, demand or application to or for any right based upon any different status.

This provision shall survive the termination of this Agreement. This Agreement shall be deemed terminated immediately upon the Provider's failure to comply.

XIV. Terms and Termination

This Agreement shall be effective for a five (5) year term, unless terminated pursuant to the terms hereof. Provider shall not provide services, nor hold itself out as authorized to provide such services on and after the date upon which this Agreement shall be deemed terminated.

If the Provider wishes to continue participating the EIP after the expiration of this Agreement, Provider shall notify the Department at least ninety (90) days prior to the expiration date and request that the Department enter into a new agreement with the Provider.

Amendments to this agreement may be made by the Department and shall be sent to the Provider via mail or electronically utilizing the Provider's email address. The Provider shall notify the Department within thirty (30)

calendar days of the date the Provider receives the proposed Amendment of whether it accepts the terms contained in the proposed Amendment. The Department reserves the right to terminate this Agreement if a proposed Amendment is not accepted. Oral modifications to this Agreement are prohibited.

1. Termination for Convenience by the Department:

This Agreement may be cancelled at any time by the Department giving to the Provider not less than ninety (90) days written notice that on or after a date therein specified this Agreement shall be deemed terminated and cancelled. Provider shall not render services in the EIP on and after the date specified in such notice and shall not claim for any services rendered after such termination date.

2. Termination for Convenience by Provider:

This Agreement may be cancelled at any time by the Provider, giving to the Department not less than ninety (90) days written notice that on or after a date therein specified this Agreement shall be deemed terminated and cancelled. In the event the Provider terminates the Agreement in accordance with this paragraph, Provider shall, together with any notice of termination, provide each child's Service Coordinator and the corresponding Municipality of residency of the children served with a Plan and Timetable for the orderly transition of services, and a copy of any proposed notification to parents, transporters, employees and Individual Providers utilized by an Agency Provider who deliver services. The plan and timetable for orderly transition of services must be developed in conjunction with affected municipalities and in accordance with municipal procedures. Notification to parents, transporters, employees and Individual Providers utilized by an Agency Provider shall be disseminated by the Provider upon approval by the Municipality and the Department of the proposed Plan and Timetable. The notice of termination and transition plan shall be submitted to the service coordinator(s), affected Municipalities and the Department not less than ninety (90) calendar days prior to the intended termination date of the Agreement. Provider also understands and agrees that the Provider will supply, to the best of the Provider's ability, any outstanding child/family information necessary for the Department's Part C Annual Performance Report, prior to terminating this agreement.

3. Termination for Cause:

The Department or the Provider may terminate this agreement, prior to the end of term by giving thirty (30) calendar days written notice to the other party of its intention and reason for termination. The non-terminating party may be given an opportunity to cure the reason for termination within the 30-day period. If the non-terminating party does not cure the reason for termination to the satisfaction of the terminating party, this Agreement shall terminate at the end of such 30-day period. Cause for termination may include but shall not be limited to: (a) failure to comply with the terms and conditions of this Agreement; (b) § 69-4.12 and (c) any violation of applicable laws or regulations, including an unacceptable practice under the Medical Assistance Program as enumerated in Title 18 NYCRR §515.2. Provider shall immediately provide each child's individual Service Coordinator and the corresponding Municipality of residency of the children served, with a Plan and Timetable for the orderly transition of Services, and a copy of any proposed notification to Parents, transporters, employees and independent contractors utilized by a provider agency who deliver EI provider services. The plan and timeline for orderly transition of services must be developed in conjunction with municipalities and in accordance with municipal procedures. Notification to parents, transporters, employees and independent contractors utilized by a Provider Agency shall be disseminated by the Provider Agency upon approval by the affected Municipalities and the Department of the proposed Plan and Timetable. Provider also understands and agrees that the Provider will supply, to the best of the Provider's ability, any outstanding child/family information necessary for the Department's Part C Annual Performance Report for services furnished, prior to terminating this agreement.

4. Immediate Termination by the Department:

The Department shall have the right to terminate this Agreement, in whole or with respect to any identifiable part of the Program, effective immediately in cases of imminent danger to the health and safety of Eligible Children, Parents and/or staff, or upon the filing of a petition in bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligations by the Department or Municipality to the Provider.

5. Compliance Involving Health & Safety Issues:

If the Department finds that the health or safety of a child, the child's parents or staff of the Agency Provider or Municipality is in imminent risk of danger or there exists any condition or practice or a continuing pattern of conditions or practices which poses imminent danger to the health or safety of such child, parents or staff of the Agency Provider or Municipality, in addition to any other remedies available to it, the Department may:

- (a) terminate this Agreement,
- (b) terminate one or more of the service models the Provider is authorized to deliver in the EIP,

- (c) terminate one or more service delivery methods/settings;
- (d) direct that the Municipality prohibit or limit the assignment of children to the Provider;
- (e) direct that the Municipality remove or cause to be removed some or all of the children the Provider currently serves;
- (f) direct that the Municipality suspend or limit or cause to be suspended or limited payment for services to the Provider.

6. Compliance proceedings involving approval of an individual or agency:

In accordance with 10 NYCRR § 69-4.24, the Department may, in addition to any other remedies available to it, revoke, suspend, limit this agreement and approval.

7. Notices:

All notices shall be sent by mail or email to the Provider listed within the electronic data system (currently NYEIS or any successor data system as required by the Department) as the Program Director or in the case or to an Individual Provider. The Provider is responsible for notifying the Department of any change in contact information including mailing and email addresses. All notices of termination will contain the specific date on which the Provider must cease providing Early Intervention Services.

All notices from the Provider must be sent to the Department at the following address:

New York State Department of Health
Bureau of Early Intervention
Provider Approval & Due Process Unit
ESP, Corning Tower, Room 287
Albany, New York 12237-0660

8. Severability:

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

Appendix 1 - Payee Provider Agreement/Service Authorizations and Payment

THIS Appendix IS NOT CONSIDERED TO BE FULLY EXECUTED WITHOUT AN APPROVAL DATE FROM THE New York State Department of Health. The Provider cannot receive service authorizations from a Municipality and claim for early intervention services rendered until this Appendix is fully executed by the Department. In the event this Appendix is executed subsequent to the execution of the Agreement, the effective dates for this Appendix shall be as set forth herein.

- I. For a Provider to receive service authorizations from a Municipality for EIP services and direct payment for the services rendered from the Municipality, the Provider shall utilize the Department's electronic data system and, when indicated by the Department, establish a relationship with the Department's fiscal agent for claiming payment for service coordination, evaluations and EI Provider services. Provider shall comply with all requirements for claiming as required in applicable law and regulation, and as necessary for the fiscal agent to perform its duties, including but not limited to, the terms and conditions set forth in this Appendix.
 - a) Provider shall be responsible for monitoring the quality of the Provider's services, compliance with this Agreement, Individuals with Disabilities Education Act (IDEA), PHL, early intervention regulations and fiscal responsibilities.
 - b) Provider shall report incidents of noncompliance, fraud or abuse to appropriate payors and ensure that the appropriate State and municipal agencies are notified, as required.
 - c) Provider shall not claim or collect payment directly from the family for EI services nor require the family to pay additional costs.
 - d) Provider shall promptly notify the Department and/or its state fiscal agent and the Municipality of any duplicate or erroneous payment received from the Municipality or from any third-party payor and shall cooperate with the Department and/or its state fiscal agent and the Municipality to rectify the situation.
 - e) Provider understands that there is a specific Medicaid institutional enrollment for early intervention providers. Provider shall enroll in the Medical Assistance Program as a billing Provider for EIP services.
 - f) Provider shall certify, recertify and revalidate with Medicaid as necessary to maintain early intervention approval and maintain the Appendix 1. Agency Providers must maintain an active Medicaid status as an early intervention provider to be able to provide early intervention services.
 - g) Provider shall, for children who have coverage under an insurance policy, plan or health benefit package, including the Medicaid Assistance Program or other governmental payor, seek payment from such insurer or health plan prior to seeking payment from the Municipality, in accordance with PHL § 2559. Provider shall utilize the Department's data system and/or fiscal agent as directed by the Department in seeking payment from such insurer or health plan.
 - h) Provider shall further take the appropriate steps to secure insurer or health plan payment for services, including responding to claim denials by correcting any errors identified in claims, providing requested documentation such as that needed to support medical necessity, and the submission of Subrogation notice to each child's insurance company.
 - i) The Department and/or its fiscal agent(s) is responsible for management of all submitted Provider claims. Provider shall use uniform and consistent procedures as directed by the Department for submission of claims. Provider shall use the Department's electronic data system (or any successor data system as required by the Department) for submission of claims associated with EI children.
 - j) The Department and/or its fiscal agent(s) will assist Provider in claims submission and adjudication to third party payors, and shall manage payments owed to Provider for services not reimbursed by third party payors.
 - k) Provider shall maintain progress and session notes detailing the nature and extent of services provided and shall make them available to the Department and/or Municipality upon request for programmatic monitoring and fiscal audit purposes.

- l) Provider shall have policies and procedures in place to verify that any service authorizations issued by the Municipality are in conformity with the IFSP and to notify the service coordinator and Municipality immediately regarding any discrepancy. Provider shall further develop and implement policies and procedures to verify that services are delivered to a child in conformity with the child's IFSP.
- m) Provider shall keep an accurate record of attendance for each child for whom services are being provided such record shall be maintained in the child's record or file and may be requested at any time by the Department or Municipality.
- n) Provider shall make available and accessible to the Department and Municipality, all records and information necessary to assure the appropriateness of payments made to the Provider and to assure the Provider's compliance with all applicable statutes and regulations.
- o) Provider understands and agrees that payment will not be made for services provided by individuals who are not qualified personnel as defined in 10 NYCRR §69-4.1(ak), or for services rendered by qualified personnel who are not acting within the scope of practice authorized by his or her license, registration or certification for the provision of services authorized in a child's IFSP.
- p) Provider shall fully familiarize itself with Department's policy and guidance regarding claiming and documentation for services rendered.
- q) Agency Provider seeking to cease EIP services understands and agrees that if such Agency Provider provides services to more than fifty (50) children per year, the Agency Provider must contact the Department and/or the municipality(s) to ensure that prior to agency closure, the Agency Provider shall submit child specific information necessary for the completion of the Department's Annual Performance Report (APR).
- r) Provider shall submit all claims for early intervention services in a timely manner as required by the Department and understands that the Provider risks non-payment for late claims.
- s) Provider shall submit to the Department no less than annually in a manner and format and by the date requested by the Department, a description of the Provider's services at each site at which EI Provider services are offered. Such program description may include program models utilized at various sites, languages offered, services offered, special populations served, and other such description information. The Department shall make such program descriptions available to Service Coordinators for the purpose of assisting parents in understanding program types and options, and in selecting an evaluation site.
- t) Pursuant to PHL § 2557, when directed by the Department, Provider shall utilize the Department's fiscal agent for early intervention claims as determined by the Department. Provider shall provide such information and documentation as required by the Department and necessary for the fiscal agency to carry out its duties.
- u) Provider shall sign up for electronic funds transfer, as directed by the Department, for payment by the fiscal agent for claims not covered by third party payers.
- v) Provider shall sign up with third-party clearinghouses, at the direction of the Department, to enable the secure exchange of claim adjudication information among the fiscal agent, Provider and applicable third-party payers.

II. Additional Requirements: Provider shall not commence performing Services under this Agreement plus Appendix 1 unless and until all required insurance is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by the Agreement.

- (1) Provider shall procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified herein. Unless otherwise specified by the Department and agreed to by the Provider, in writing, such insurance will be as follows:
 - i. **Commercial General Liability** insurance including contractual coverage, in an amount no less than \$1,000,000/per occurrence must be carried by the Agency Provider.
 - ii. **Commercial General Liability** insurance for Individual Providers who carry Professional Liability Insurance is not required unless the Individual Provider (1) employs others, besides themselves, and these employees have contact with children or parents, or (2) owns, rents or otherwise has control of the space where children and/or parents are provided with early intervention services by the provider.
 - iii. **Automobile Liability** insurance is required only if children who are being treated under this agreement are being transported in the subject vehicle in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage occurrence. If the Provider does not transport children, the Provider is not required to carry Automobile Insurance other than that is required by New York State Law and regulations.
 - iv. **Professional Liability** insurance in an amount not less than \$1,000,000 per incident/occurrence. It is not necessary to have municipalities or the State listed as additionally insured on an individual's professional liability policy.
 - v. In the case of Agency Providers, **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and Regulations and **Disability Benefits** insurance, if required by law. Provider shall maintain and make available upon request to the Department, the documentation required by the New York State Workers' Compensation Board of coverage or exemption from coverage pursuant to Sections 57 and 220 of the NYS Workers' Compensation Law. In accordance with Article 5-A Section 108 of NYS General Municipal Law, this Agreement shall be void and of no effect unless the Provider shall provide, upon request and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- (2) To have all policies providing such coverage issued by insurance companies with an A.M. Best rating of A- or better.
- (3) To furnish to the State certificates of insurance or, on request, original policies, evidencing compliance with the aforesaid insurance requirements.
- (4) To have, in the case of commercial liability insurance, said certificates or other evidence of insurance name the State of New York and Municipality as an additional insured.
- (5) To have all such certificates or other evidence of insurance provide for the State of New York and Municipality to be a certificate holder and to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change.
- (6) To have such certificates, policies or other evidence of insurance and notices mailed to the Department and Municipality at the address contained in this Agreement or at any such other address of which the Department and Municipality shall have given the Provider notice in writing.

III. Additional Requirements: Upon request of the Department, Individual Providers, Agency program director and Principals of an Agency Provider who are/will be providing direct services to EIP children shall provide the Department with all necessary information and documentation to allow for a database check from the Justice Center and the SCR, and shall upon request further submit any required fee under Section 424-a of New York State Social Services Law to perform such SCR clearance.

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New York State Department of Health
Bureau of Early Intervention
Early Intervention Provider Agreement

Signatory must be legally authorized to enter into an Agreement on behalf of the Provider.
Please answer Yes or No to the following questions.

I have read and understand my obligations as stated in this 2018 Agreement: Yes
I request the **additional terms** outlined in Appendix 1 (check one): No Yes

In Witness Whereof, the parties hereto have executed* this Agreement as of the latest date written below.

Provider

Agency Provider Name or Individual Provider Name (If you have or are requesting a business name associated with your Individual Approval, record name as <LAST NAME>, <FIRST NAME> FOR <BUSINESS NAME>.) Oneida County by and through it's Health Department
NYS NYEIS Provider ID (If one has previously been assigned, otherwise leave blank) 77

Agency Provider's Authorizing Officer (This pertains to Agency Providers only.)

First Name Anthony	M.I. J	Last Name Picente, Jr.
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Address

Street Address 800 Park Avenue		Apartment/Floor 10th Floor	
City Utica	State NY	Zip Code (9 digit) 13501	County (if in NY) Oneida
E-mail Address		NPI Number	

Service Catchment Area(s): Your agreement is statewide, however circle only counties/municipalities for which you are currently available to provide services. If future circumstances change, you may notify us of additional counties.

- | | | | |
|-------------|------------|--------------|---------------------------|
| Albany | Fulton | Orange | Tioga |
| Allegany | Genesee | Orleans | Tompkins |
| Broome | Greene | Oswego | Ulster |
| Cattaraugus | Hamilton | Otsego | Warren |
| Cayuga | Herkimer | Putnam | Washington |
| Chautauqua | Jefferson | Rensselaer | Wayne |
| Chemung | Lewis | Rockland | Westchester |
| Chenango | Livingston | St. Lawrence | Wyoming |
| Clinton | Madison | Saratoga | Yates |
| Columbia | Monroe | Schenectady | |
| Cortland | Montgomery | Schoharie | <u>New York City Area</u> |
| Delaware | Nassau | Schuyler | Bronx |
| Dutchess | Niagara | Seneca | Kings |
| Erie | Oneida | Steuben | New York |
| Essex | Onondaga | Suffolk | Queens |
| Franklin | Ontario | Sullivan | Richmond |

Applicant Authorized Signature (Original Signature)	
Title/Profession	Telephone

For internal Department use only- Approved By New York State Department of Health

First Name	Last Name
Authorized Signature	Approval Date
Dates of Agreement Effective:	A1 Yes No

***THIS Appendix IS NOT CONSIDERED TO BE FULLY EXECUTED WITHOUT AN APPROVAL DATE FROM THE New York State Department of Health. The Provider cannot receive service authorizations from a Municipality and claim for early intervention services rendered until this Appendix is fully executed by the Department. In the event this Appendix is executed subsequent to the execution of the Agreement, the effective dates for this Appendix shall be as set forth herein.**



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May 2, 2018

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Board of Legislators
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FN 20 18-170

WAYS & MEANS

Honorable Members:

The Oneida County Board of Legislators designated January 1 through January 31, 2017 as "Open Enrollment" for farm-land owners in Oneida County, pursuant to an amendment by New York State to the Agriculture and Markets Law. This "open enrollment" period allowed the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of a district.

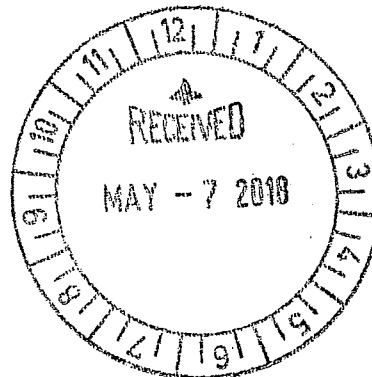
I have received the attached documentation after the Oneida County Agricultural and Farmland Protection Board's review found 17 landowners owning 872.6 acres to be in accordance with the qualifications for inclusion within an agricultural district.

I hereby submit the attached packet of information for final approval of the "Open Enrollment" period and respectfully request that this be considered by committee, and subsequently by the full Board at the meeting of **June 13th, 2018** thereafter being submitted to the State for final approval.

Respectfully submitted,

GERALD J. FIORINI,
CHAIRMAN OF THE BOARD

GJF:cd
attachments





ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Brian Mandryck

OC Farmland Protection Board 1:00 P.M. Wednesday May 1, 2018 Minutes

I. Call to order

Humphreys called to order the general meeting of the OC Farmland Protection Board at 1:00 A.M.

II. Attendance

The following persons were present: Brymer Humphreys, Paul Snider, Roger Crary, Paul van Lieshout, Guy Sassaman, Marty Broccoli and Remi Link. Guest: Mark Artessa

III. Open Enrollment

- a) Two new applications were reviewed.
- b) Motion to approve Misiaszek and Loconti applications by Broccoli. Second by Crary. Motion carried.
- c) Total of 17 applications for the 2018 Open Enrollment. Total acres in review 872.6 and total new acres added is 435.2.

IV. Public Hearing on 2018 Open Enrollment

- a) Humphreys opened the floor for comment at 1:05 P.M.
- b) Mr. Artessa described his current farm operation as u-pick blueberries. He would like to have a greenhouse in the future.
- c) Motion to close the floor at 1:15 P.M. by Snider. Second by Broccoli. Motion carried.

V. Approval of minutes from last meeting

Motion by Crary to approve March minutes as submitted. Second by Snider. Motion carried.

VI. Agricultural District #3 (Boonville, Forestport, Remsen & Steuben)

Sassaman reported that we should be receiving the 300 day notice for District 3 review. The anniversary date is 2-28-2019.

VII. New Business

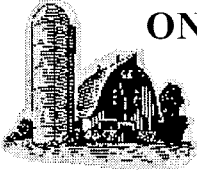
- a) Link resolved an issue between the Town of Paris and a landowner.
- b) New York Land Trust is working with a land owner in Clinton on a purchase of development rights application.
- c) Ag-Friendly Initiative contract has been signed. We hope to get CCE staff starting the June 1st.

VIII. Adjournment

Motion by Broccoli to adjourn the meeting at 2:00 P.M. Second by Snider. Motion carried.

NEXT MEETING: 7:00 P. M. Tuesday August 1, at the Farm and Home Center in Oriskany.

Minutes submitted by: R. Link



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Brian Mandryck

ONEIDA COUNTY FARMLAND PROTECTION BOARD REPORT OPEN ENROLLMENT ADDITIONS TO EXISTING AGRICULTURAL DISTRICTS MAY 2018

I. INTRODUCTION

Oneida County established January 1, 2018 – January 31, 2018 as the Open Enrollment Period for Agricultural Districts. A public hearing was held on, 2018. This report reflects the recommendations of the Oneida County Farmland Protection Board.

II. DISCUSSION

A total of 17 landowners, owning 872.6 acres of farmland, expressed a desire to be within an agricultural district by submitting an Agricultural District Enrollment Form to the Agricultural and Farmland Protection Board. These landowners, together with the specific parcels and acreages to be enrolled in the modified district, are shown on the attached list. In addition to the new properties added, there were several instances where property changed ownership and the new owner decided to re-enroll the properties into the agricultural district. There were also a few instances where parcel boundaries changed due to subdivisions. Individual parcel maps were created for the parcels previously not within an agricultural district. Maps were also created for those parcels where changes in ownership occurred and also where parcel boundaries changed. All of the maps are included in the package of materials.

III. FINDINGS MADE BY THE ONEIDA COUNTY AGRICULTURAL AND FARMLAND PROTECTION BOARD

The Oneida County Agricultural and Farmland Protection Board reviewed all of the applications and parcels on an individual basis and found all of them to be in accordance with the qualifications for inclusion within an agricultural district.

IV. RECOMMENDATION

The Oneida County Agricultural and Farmland Protection Board recommend that the 17 landowners and 872.6 acres* of farmland shown on the attached list be incorporated into the existing, corresponding agricultural districts. It is further recommended that the Oneida County Board of Legislators forward the list of properties and landowners to the NYS Commissioner of Agriculture and Markets for approval and certification.

* These figures include properties currently enrolled in agricultural districts where there was a change in ownership or a change in parcel boundaries. Without these properties the total number of acres added is 435.2 .

Oneida County Farmland Protection Board * C/O Cornell Cooperative Extension
121 Second Street * Oriskany, New York * 13424 * (315) 736-3394

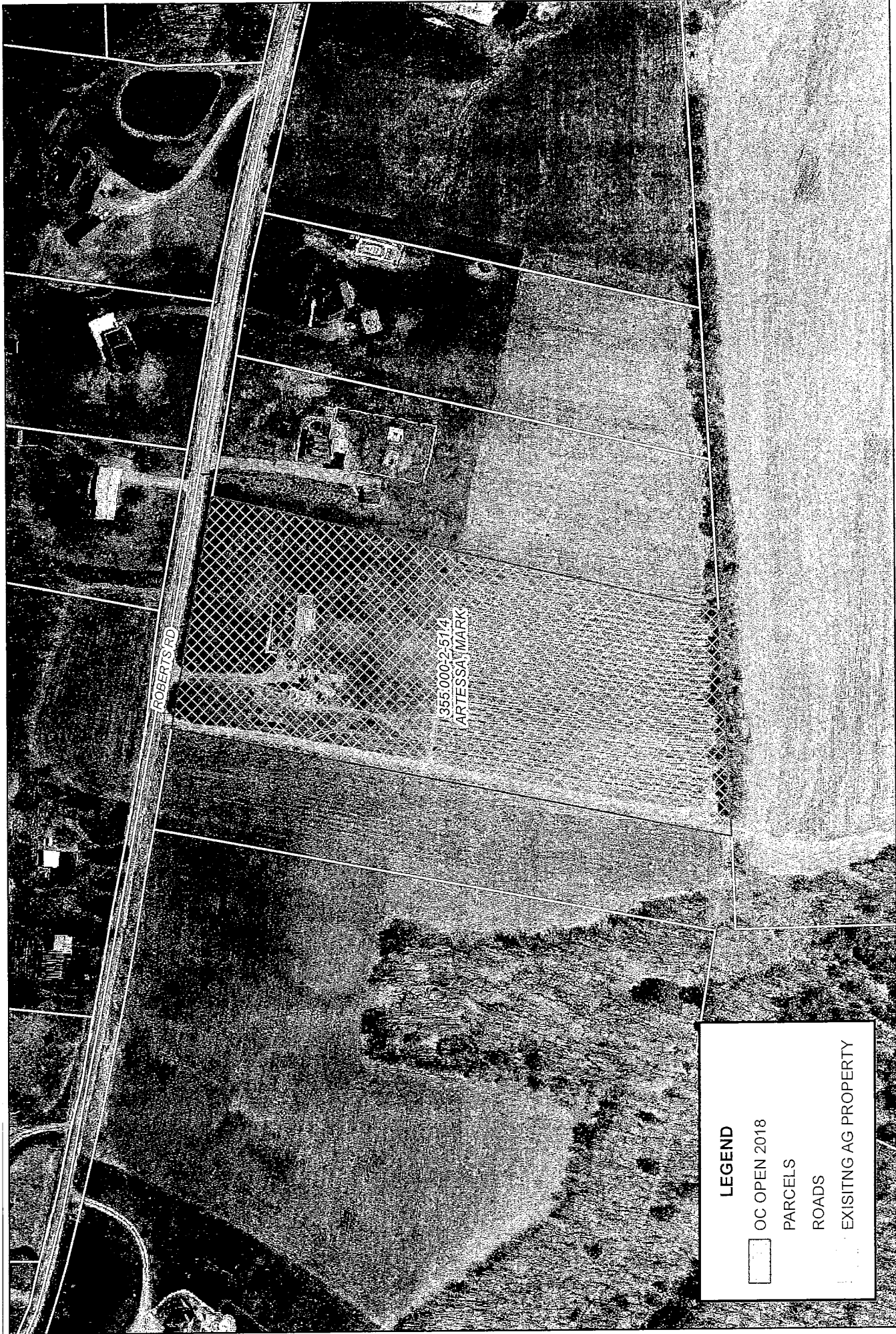
ONEIDA COUNTY NYS AGRICULTURAL DISTRICT OPEN ENROLLMENT ADDITIONS/CHANGES 2018

<u>PIN</u>	<u>OWNER</u>	<u>ACRES</u>	<u>MUNI</u>	<u>DISTRICT</u>	<u>FARMTYPE</u>
355.000-2-51.4	ARTESSA, MARK	7.0	KIRKLAND	5	BLUEBERRIES, NURSERY, GREENHOUSE
300.000-1-33.11	BONSEL, BROOKE & MICHAEL	51.6	WESTMORELAND	5	EQUINE
383.000-1-17*	COLLINS FARM REALTY LLC	24.5	MARSHALL	6	DAIRY, HAY, CORN
383.000-1-16.3*	COLLINS FARM REALTY LLC	41.5	MARSHALL	6	DAIRY, HAY, CORN
374.000-1-20.3*	COLLINS FARM REALTY LLC	17.2	MARSHALL	6	DAIRY, HAY, CORN
374.000-1-20.2*	COLLINS FARM REALTY LLC	242.6	MARSHALL	6	DAIRY, HAY, CORN
374.000-1-18.2*	COLLINS FARM REALTY LLC	28.8	MARSHALL	6	DAIRY, HAY, CORN
375.000-1-41*	COLLINS FARM REALTY LLC	69.7	MARSHALL	6	DAIRY, HAY, CORN
80.000-1-24.2	KELLEY, TIMOTHY & DONNA	12.0	AVA	2	NON FARMER
80.000-1-24.3	KELLEY, TIMOTHY & DONNA	29.2	AVA	2	NON FARMER
260.000-2-21.2	MATHEWS, KEVIN P.	9.9	ROME	2	
249.000-1-4.3	MEKAM, PAUL J.	15.3	DEERFIELD	7	HAY
289.000-1-18	NELSON, BRIAN	44.3	WESTMORELAND	5	HAY, BEEF, SWINE, POULTRY
313.000-1-31.9	NELSON, TODD	6.8	WESTMORELAND	5	HAY
396.000-1-25.2*	PETERSON, MATTHEW D.	12.7	BRIDGEWATER	6	HAY, EQUINE
301.000-2-5.10	RUSTICI, RICHARD J.	11.7	WESTMORELAND	5	HAY, EQUINE
80.000-1-20	SOUTHWICK, RODNEY W.	108.2	BOONVILLE	3	DAIRY, HAY, CORN
366.000-2-12	SZEWCZYK, JOE	0.9	PARIS	6	SOYBEANS, BARLEY
339.000-2-11	TIBBITTS, GORDON L. & KRISTEN A.	2.2	NEW HARTFORD	5	MAPLE SYRUP
347.000-3-31	TOWNSEND, JASON	12.3	KIRKLAND	5	LIVESTOCK, MAPLE, POULTRY, APPLES, GREENHOUSE
322.000-1-47.10	ZEGRELLI, RONALD L.	55.9	VERNON	4	PUMPKIN, SQUASH, HOPS
369.000-1-3.3	LOCONTI, DANIEL	35.3	PARIS	6	HAY
262.000-1-40	MISIASZEK IRR TRUST	32.5	MARCY	7	BEEF




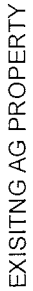
TOTAL ACRES 872.6

TOTAL NEW ACRES 435.2

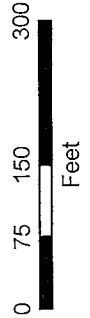
** DESIGNATES ALREADY IN DIST.
CHANGE IN OWNERSHIP*



LEGEND

-  OC OPEN 2018
-  PARCELS
-  ROADS
-  EXISTING AG PROPERTY

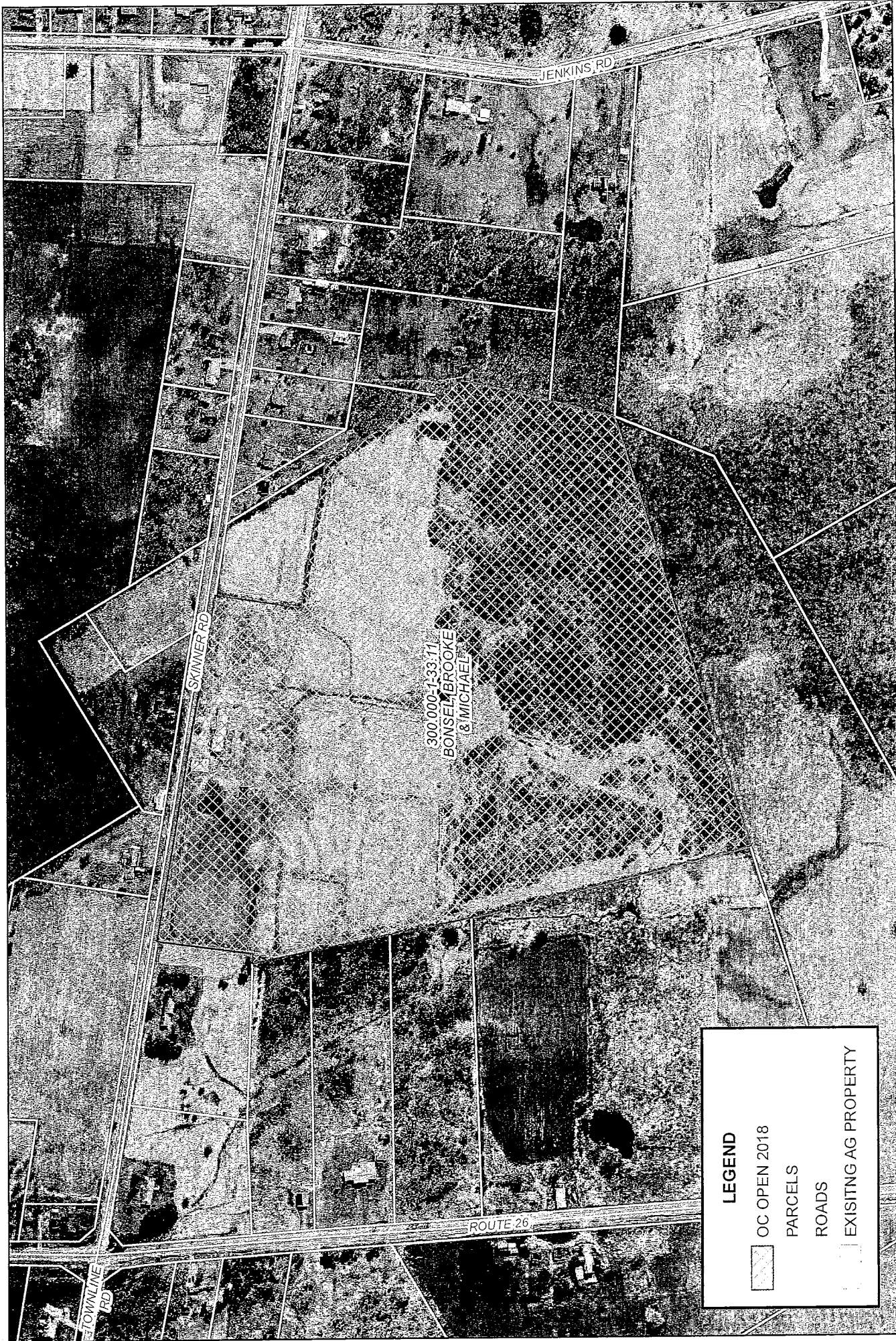
ARTESSA, MARK
KIRKLAND
 7.0 acres







Agricultural District
Open Enrollment
 Oneida County
 2018



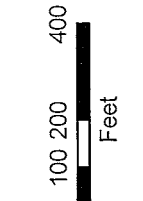
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LEGEND

-  OC OPEN 2018
-  PARCELS
-  ROADS
-  EXISTING AG PROPERTY

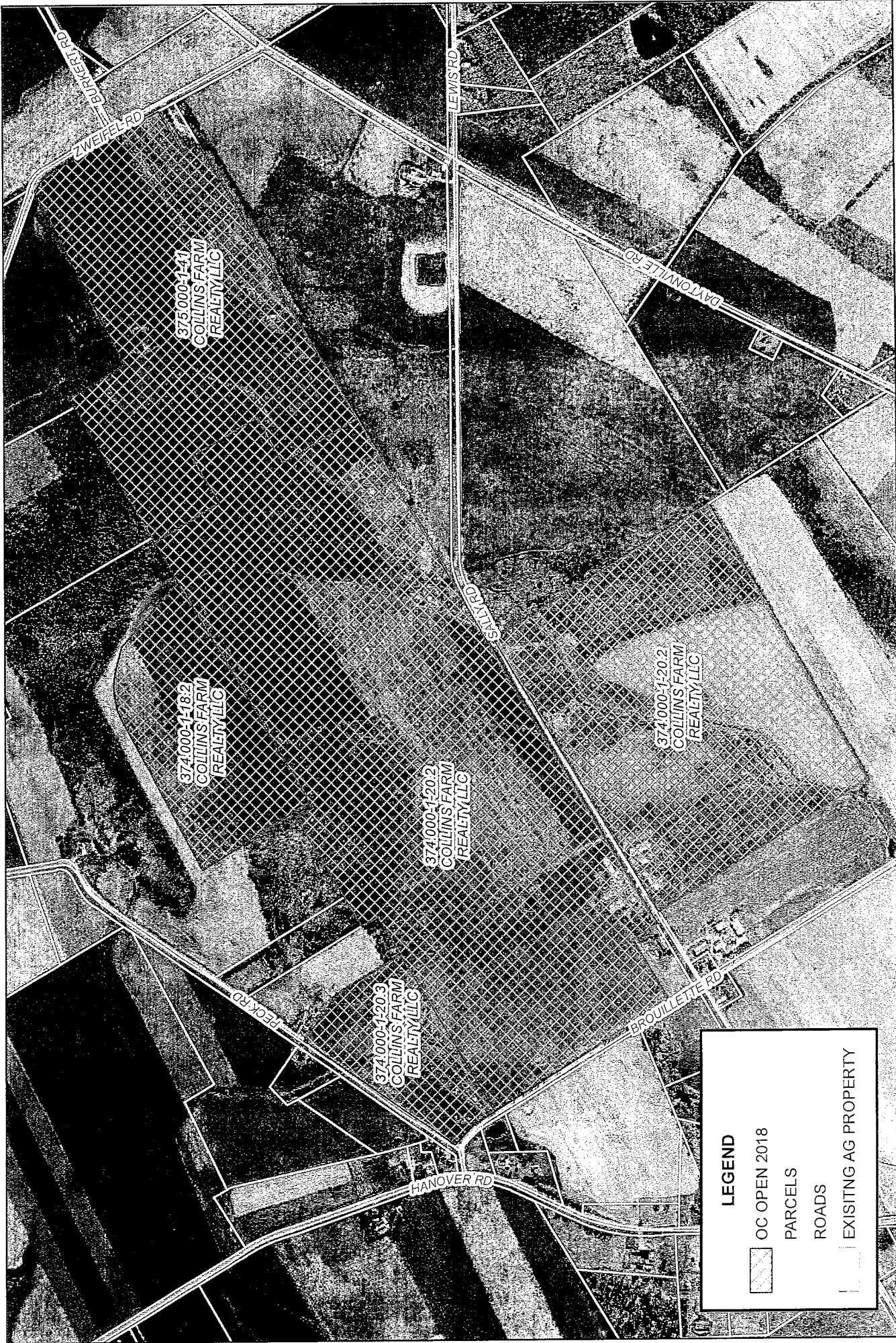
BONSEL, BROOKE & MICHAEL
WESTMORELAND
 51.6 acres



Agricultural District
Open Enrollment
 Oneida County
2018



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375000-1-11
COLLINS FARM
REALTY LLC





374000-1-182
COLLINS FARM
REALTY LLC

374000-1-202
COLLINS FARM
REALTY LLC

374000-1-203
COLLINS FARM
REALTY LLC

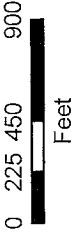
374000-1-202
COLLINS FARM
REALTY LLC

LEGEND

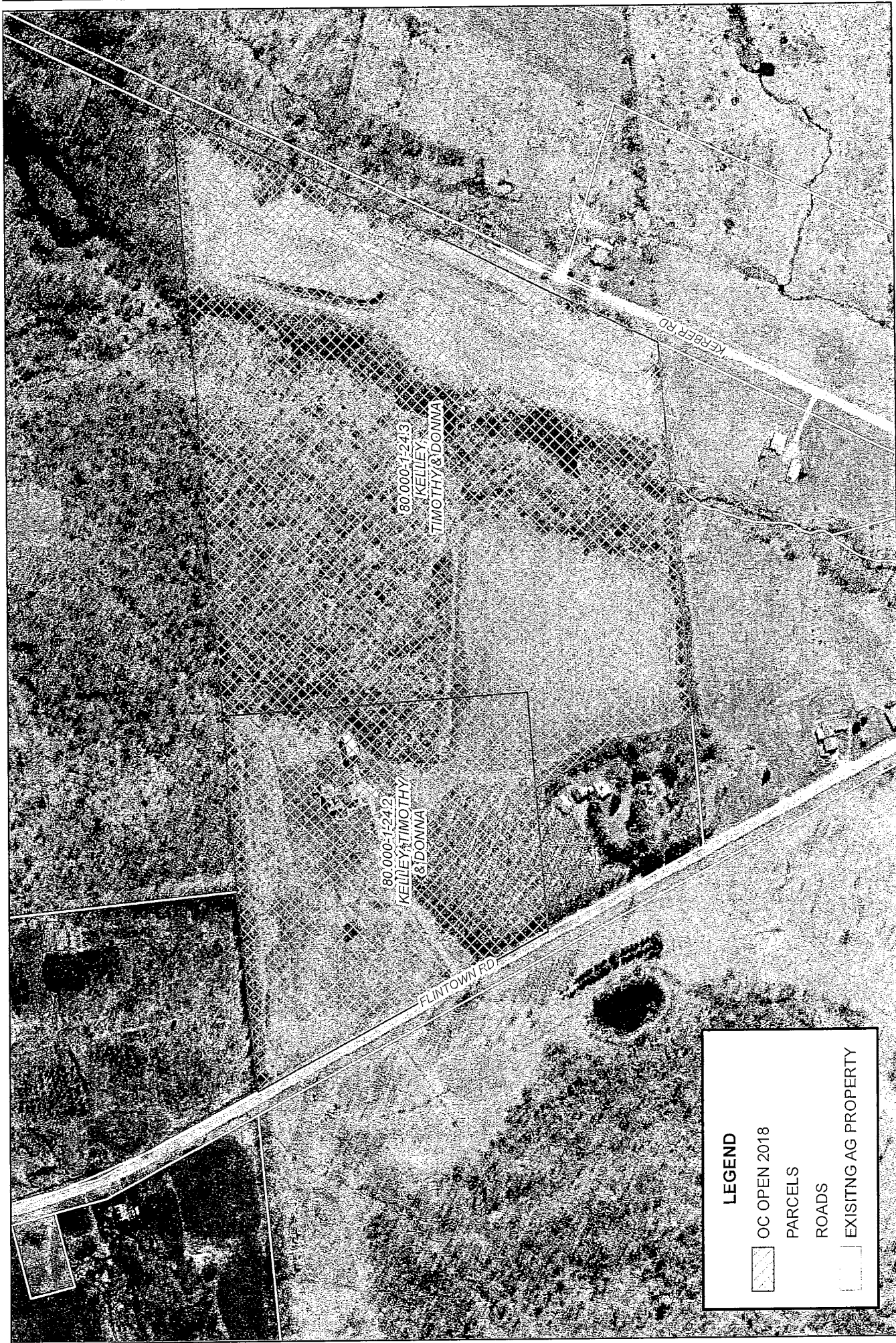
-  OC OPEN 2018
-  PARCELS
-  ROADS
-  EXISTING AG PROPERTY

COLLINS FARM REALTY LLC
MARSHALL
424.7 acres




Agricultural District
Open Enrollment
Oneida County
2018



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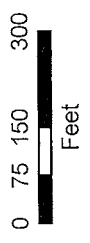


LEGEND

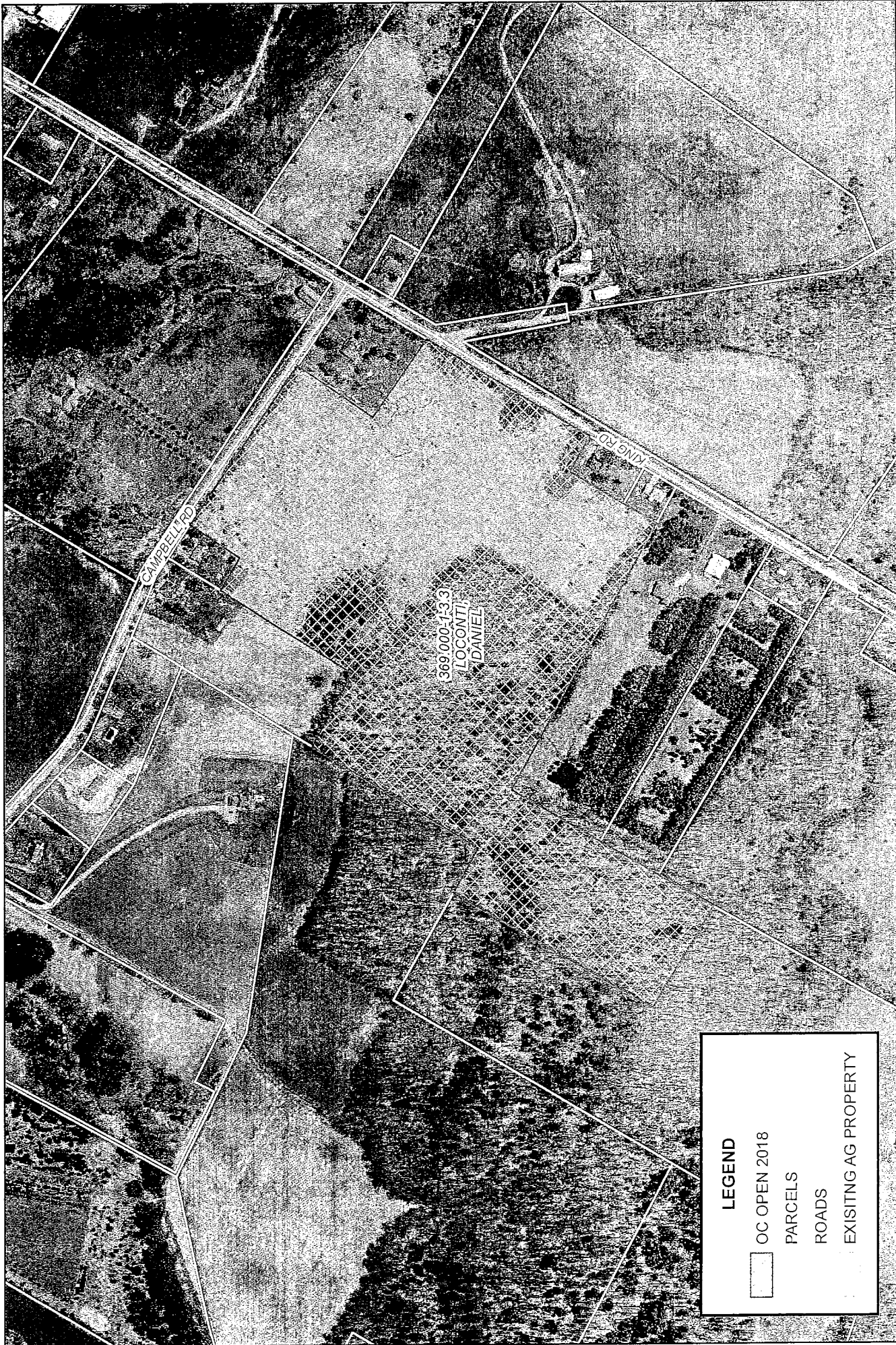
-  OC OPEN 2018 PARCELS
-  ROADS
-  EXISTING AG PROPERTY

KELLEY, TIMOTHY & DONNA
 AVA
 41.2 acres

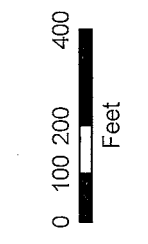
Agricultural District
Open Enrollment
 Oneida County
2018



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**LOCONTI, D
PARIS**
35.3 acres




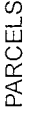


**Agricultural District
Open Enrollment**
Oneida County
2018



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LEGEND

-  OC OPEN 2018
-  PARCELS
-  ROADS
-  EXISTING AG PROPERTY

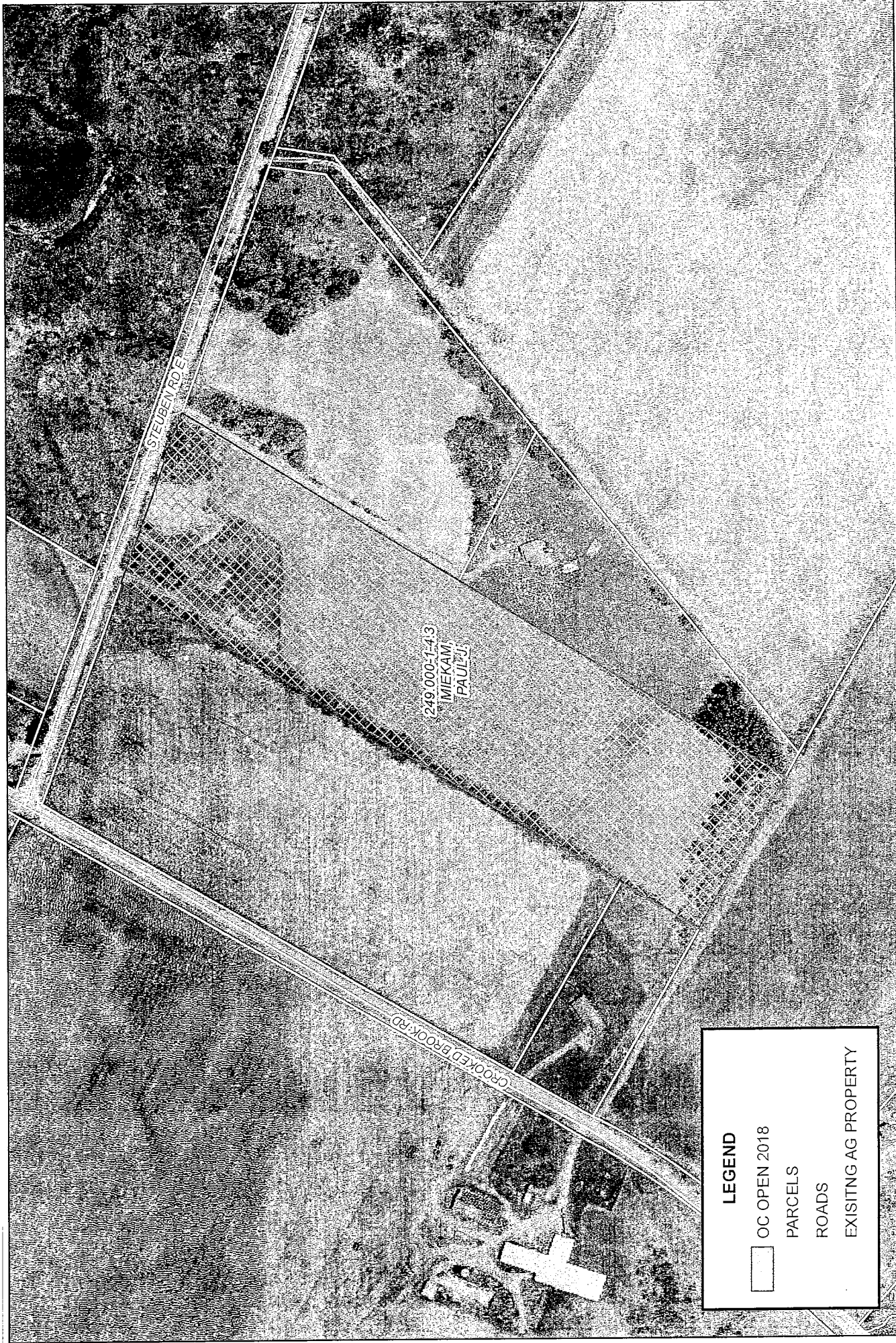
MATHEWS, KEVIN P.
ROME
 9.9 acres






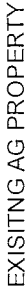
Agricultural District
Open Enrollment
 Oneida County
 2018



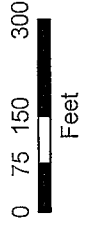
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LEGEND

-  OC OPEN 2018
-  PARCELS
-  ROADS
-  EXISTING AG PROPERTY

MIEKAM, PAUL J.
DEERFIELD
 15.3 acres







Agricultural District
Open Enrollment
 Oneida County
 2018



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LEGEND

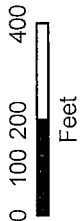
-  OC-OPEN 2018
-  PARCELS
-  ROADS
-  EXISTING AG PROPERTY

MISIASZEK IRREVOCABLE TRUST

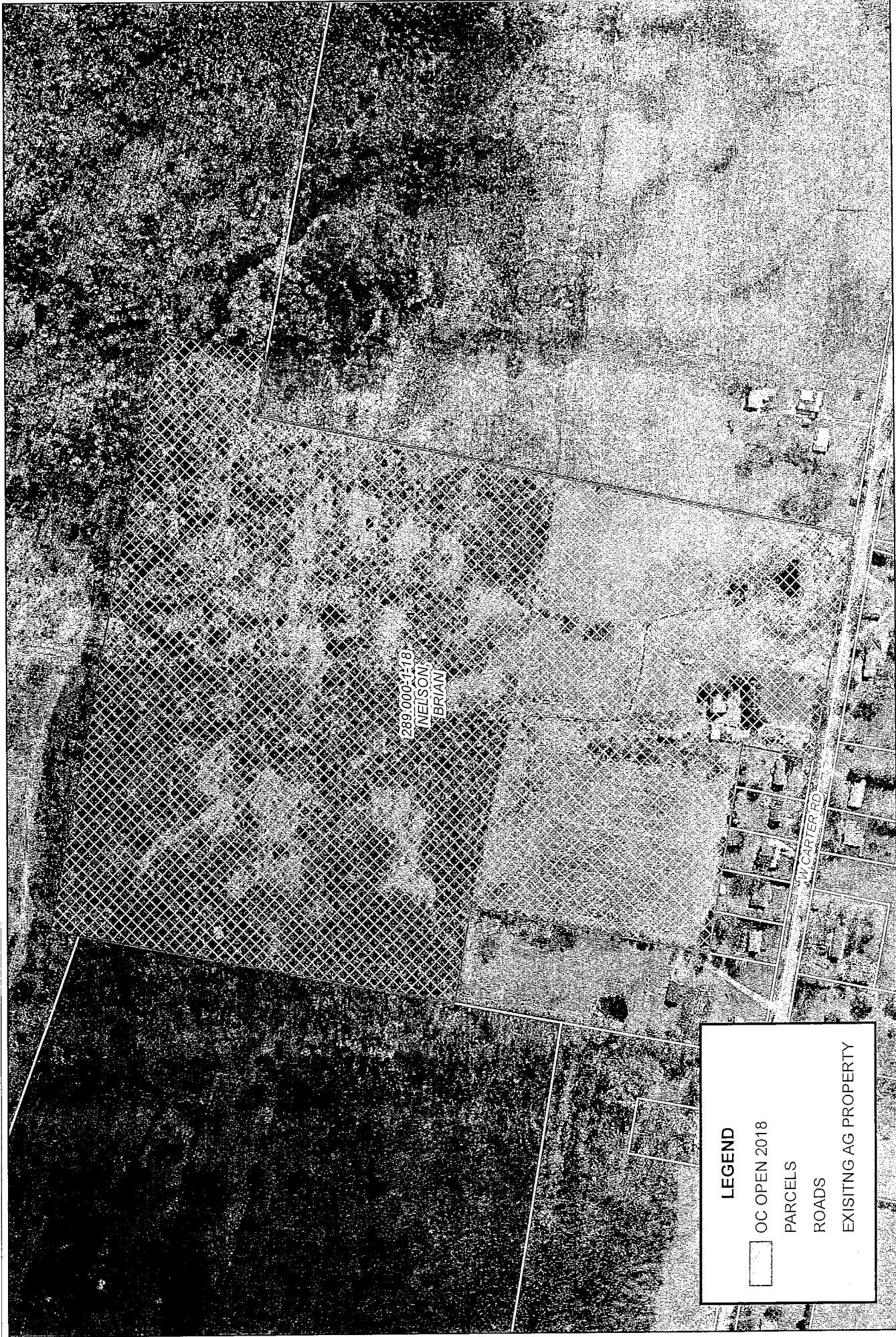
MARCY
32.5 acres

**Agricultural District
Open Enrollment**




Oneida County
2018



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LEGEND

-  OC OPEN 2018 PARCELS
-  ROADS
-  EXISTING AG PROPERTY

**NELSON, BRIAN
WESTMORELAND
44.3 acres**

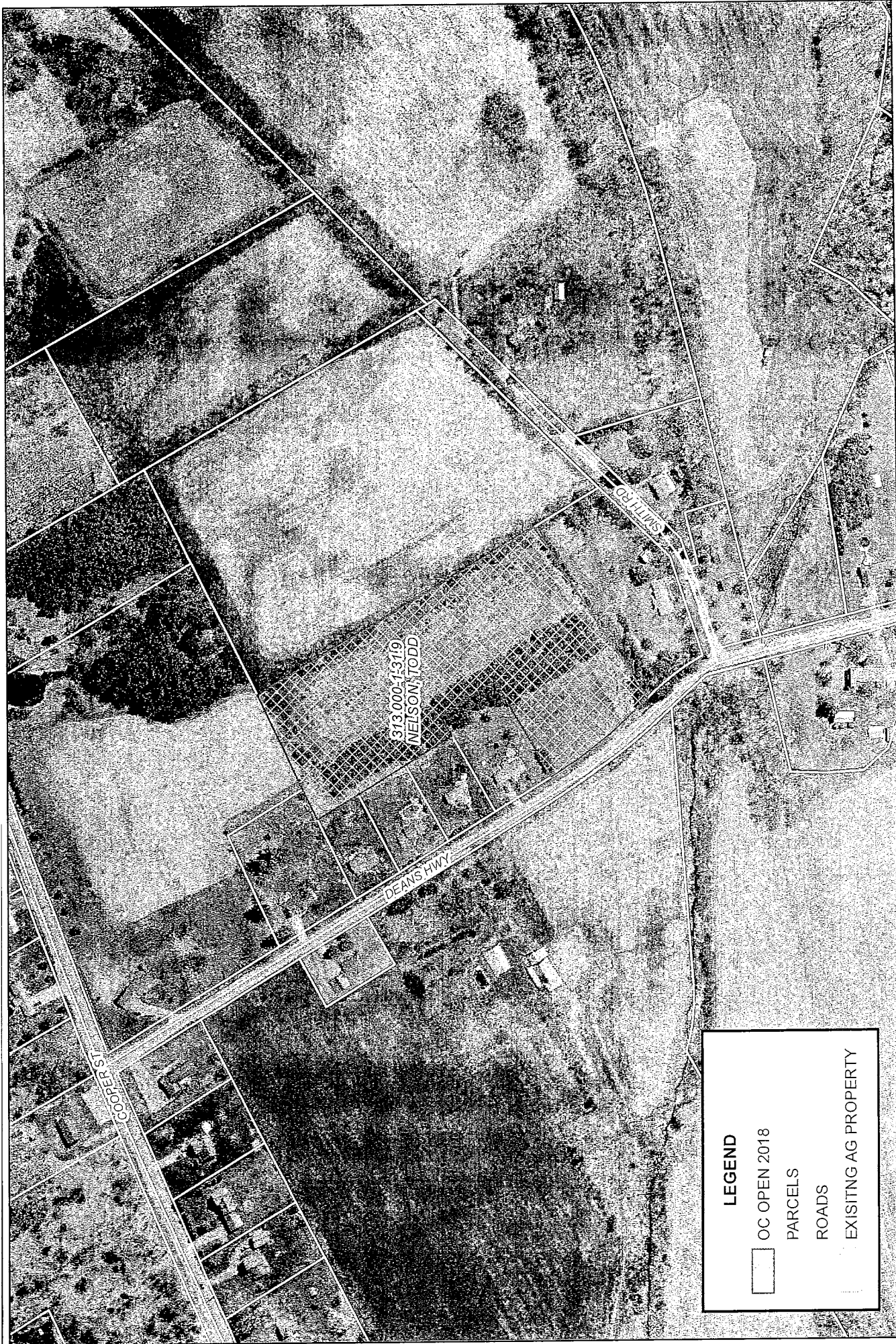
**Agricultural District
Open Enrollment**

Oneida County


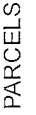


2018



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LEGEND

-  OC OPEN 2018
-  PARCELS
-  ROADS
-  EXISTING AG PROPERTY

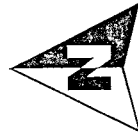
NELSON, TODD
WESTMORELAND
 6.8 acres



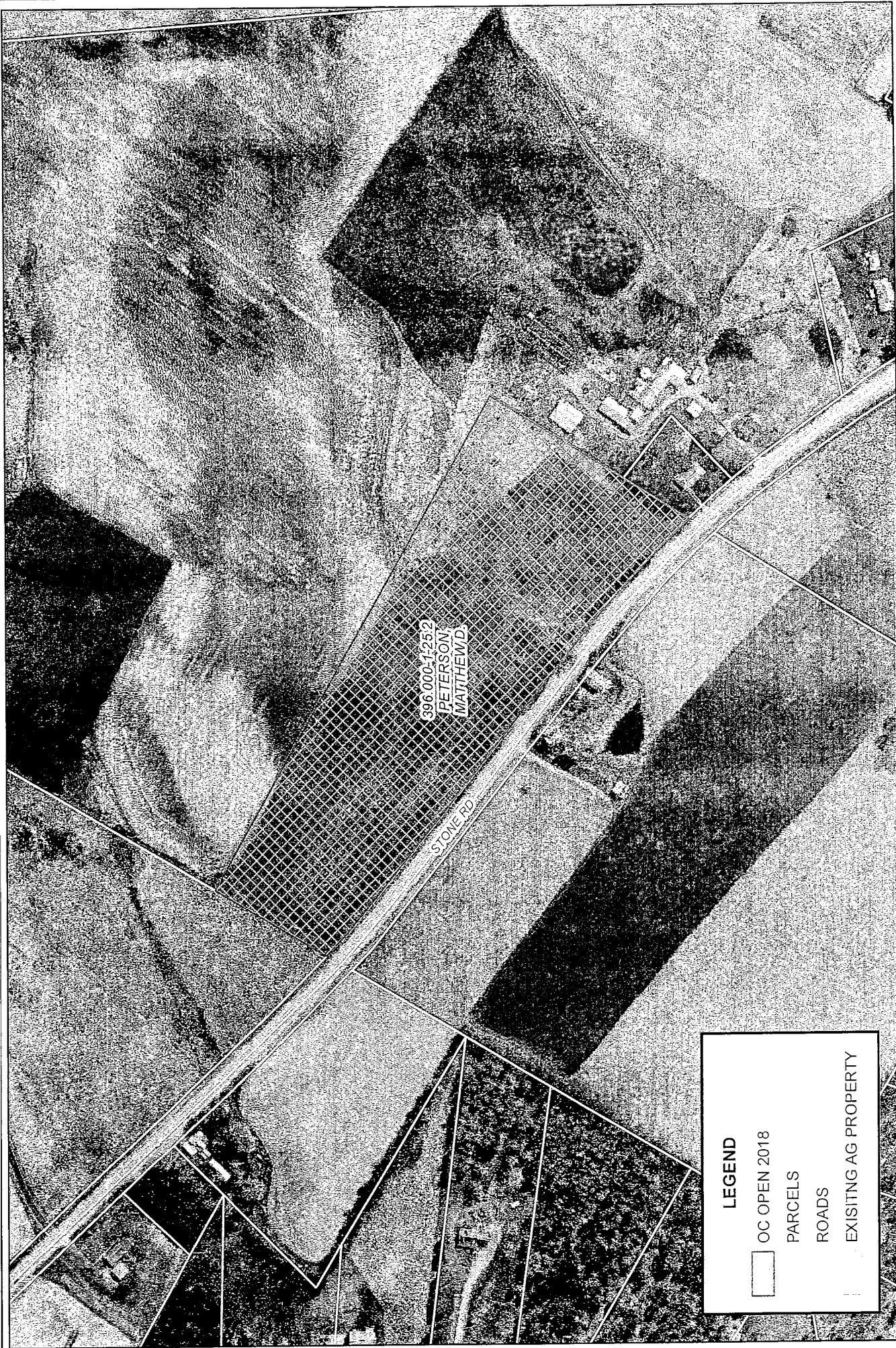
Agricultural District
Open Enrollment

Oneida County





2018



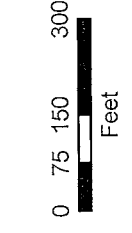
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LEGEND

-  OC OPEN 2018
-  PARCELS
-  ROADS
-  EXISTING AG PROPERTY

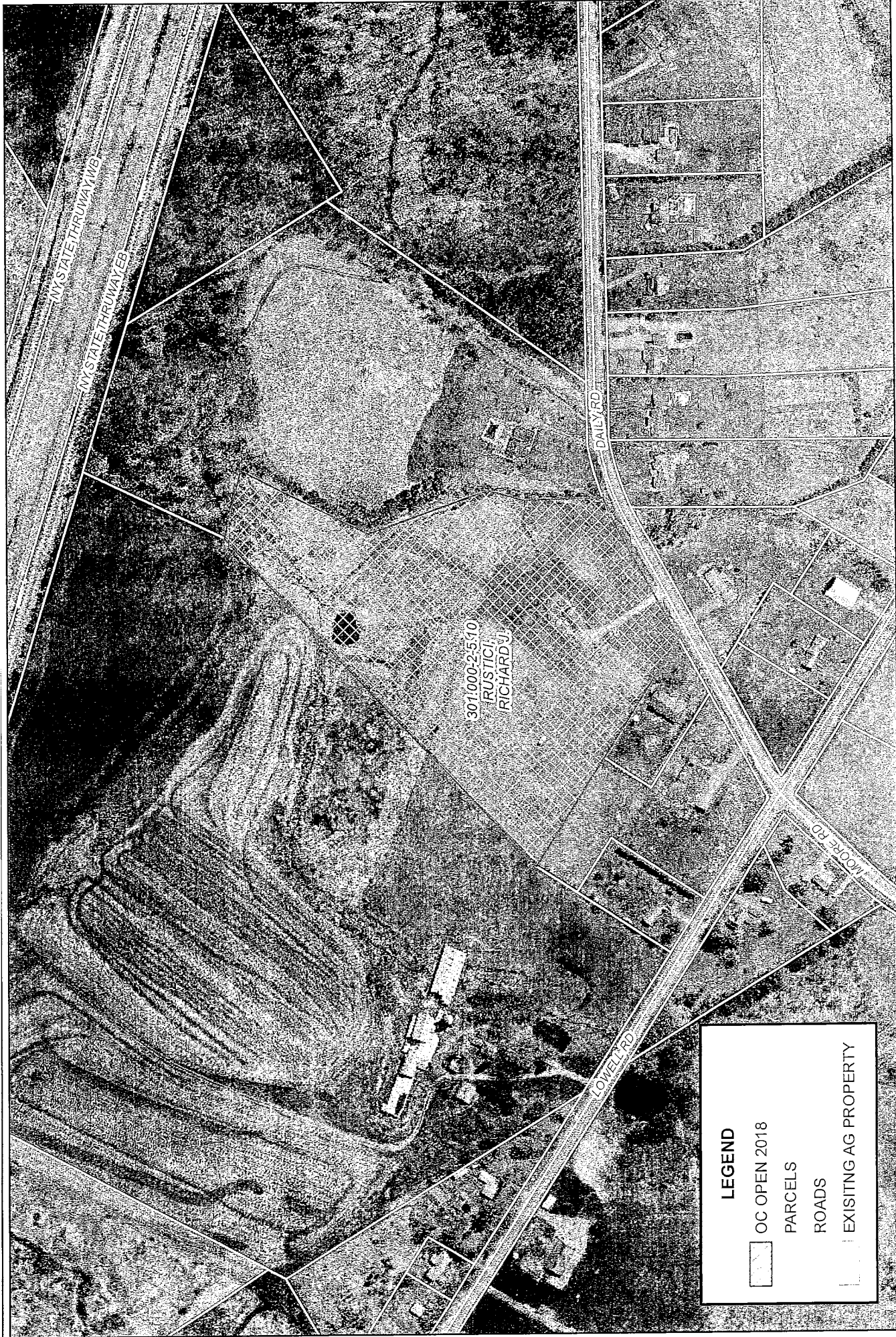
PETERSON, MATTHEW D.
BRIDGEWATER
 12.7 acres







Agricultural District
Open Enrollment
 Oneida County
 2018



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LEGEND

-  OC OPEN 2018
-  PARCELS
-  ROADS
-  EXISTING AG PROPERTY

**RUSTICI, RICHARD J.
WESTMORELAND**
11.7 acres



**Agricultural District
Open Enrollment**

Oneida County





2018



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LEGEND

-  OC OPEN 2018
-  PARCELS
-  ROADS
-  EXISTING AG PROPERTY

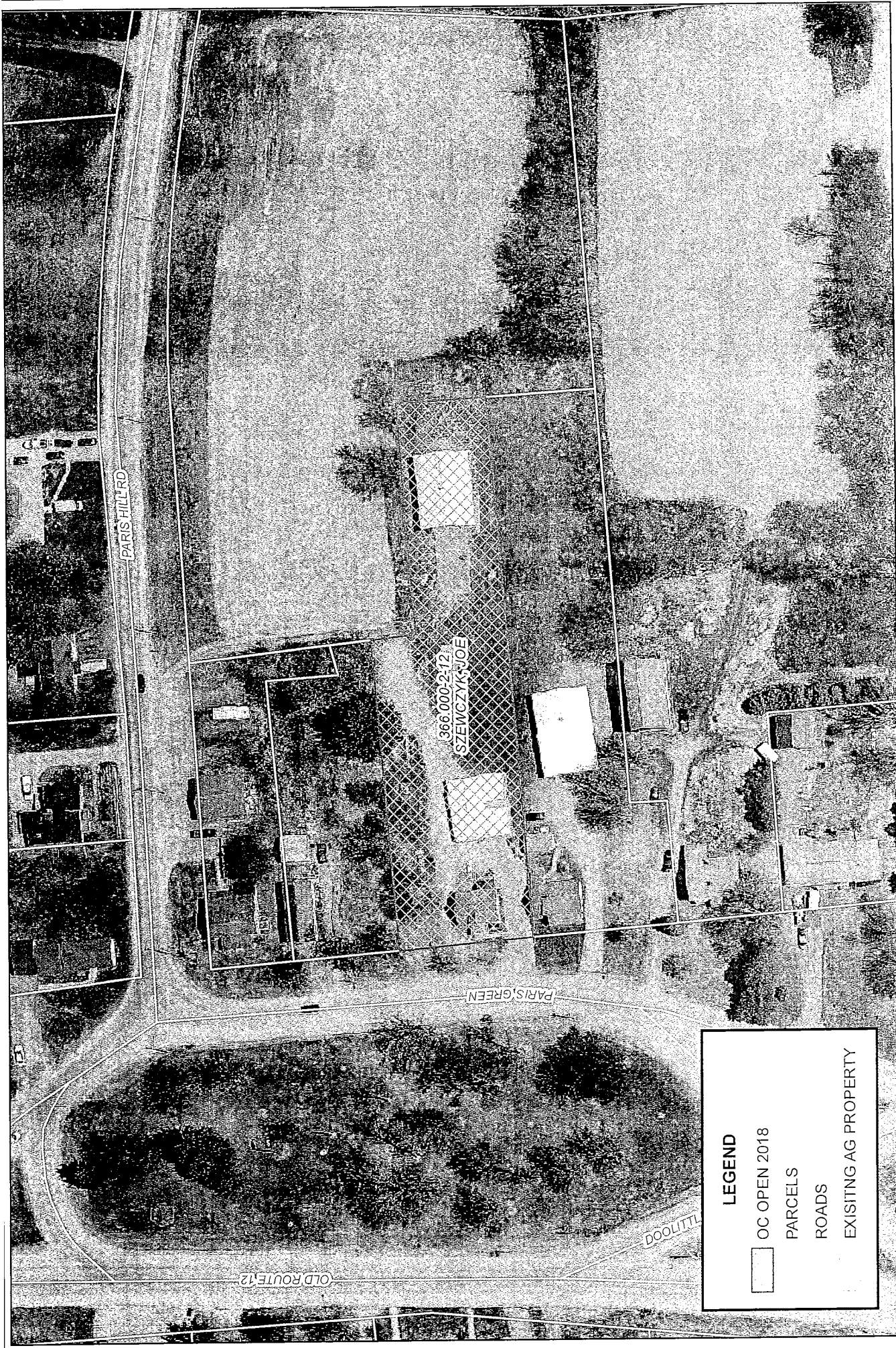
SOUTHWICK, RODNEY W.
BOONVILLE
 108.2 acres




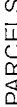


Agricultural District
Open Enrollment
 Oneida County
 2018



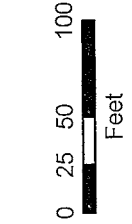
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LEGEND

-  OC OPEN 2018
-  PARCELS
-  ROADS
-  EXISTING AG PROPERTY

SZEWCZYK, JOE
PARIS
 0.9 acres



Agricultural District
Open Enrollment
 Oneida County
 2018



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LEGEND

- OC OPEN 2018
- PARCELS
- ROADS
- EXISTING AG PROPERTY

TIBBITTS, GORDON L. & KRISTEN A.

NEW HARTFORD

2.2 acres

Agricultural District

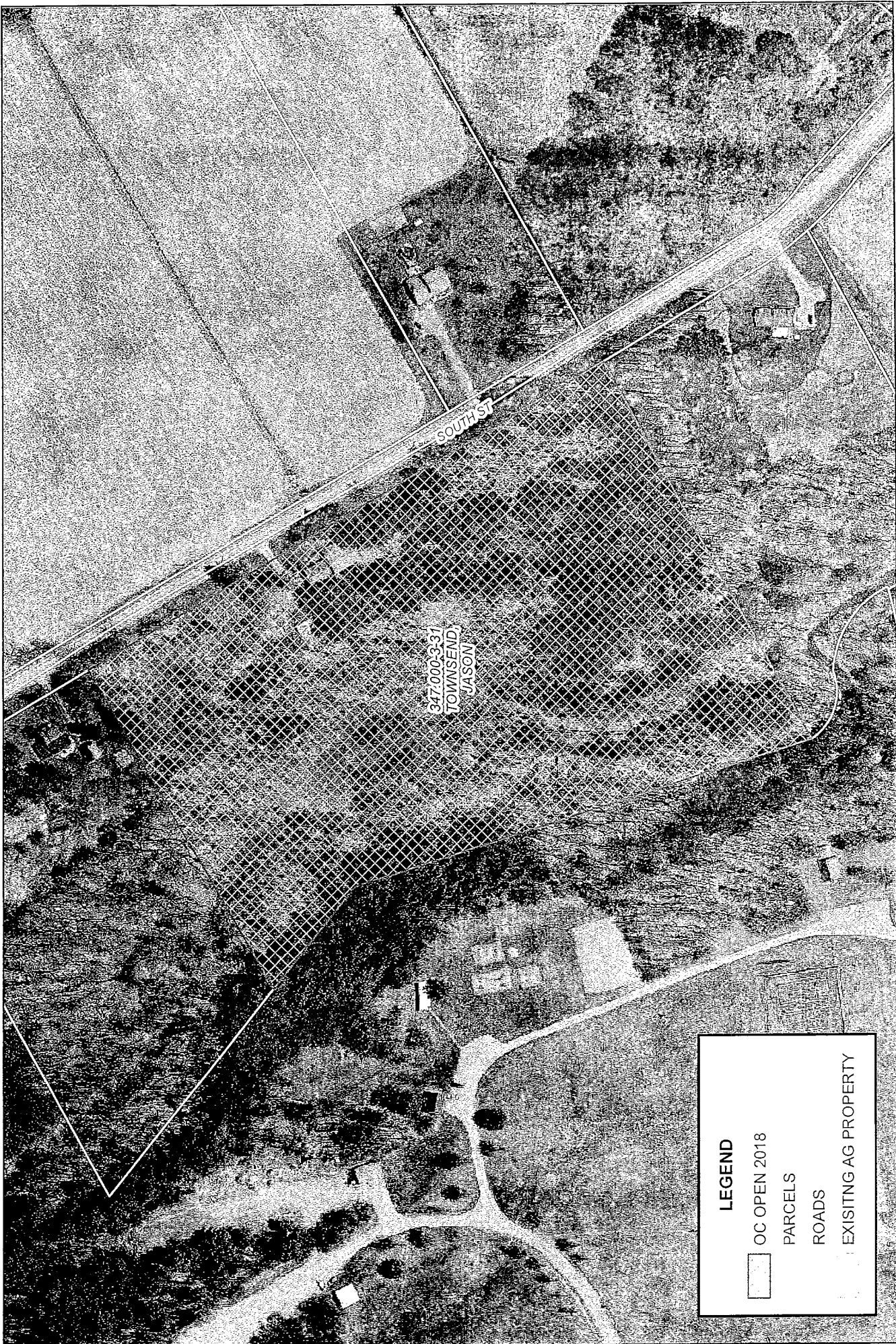
Open Enrollment

Oncida County





2018



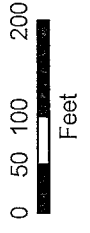
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LEGEND

-  OC OPEN 2018
-  PARCELS
-  ROADS
-  EXISTING AG PROPERTY

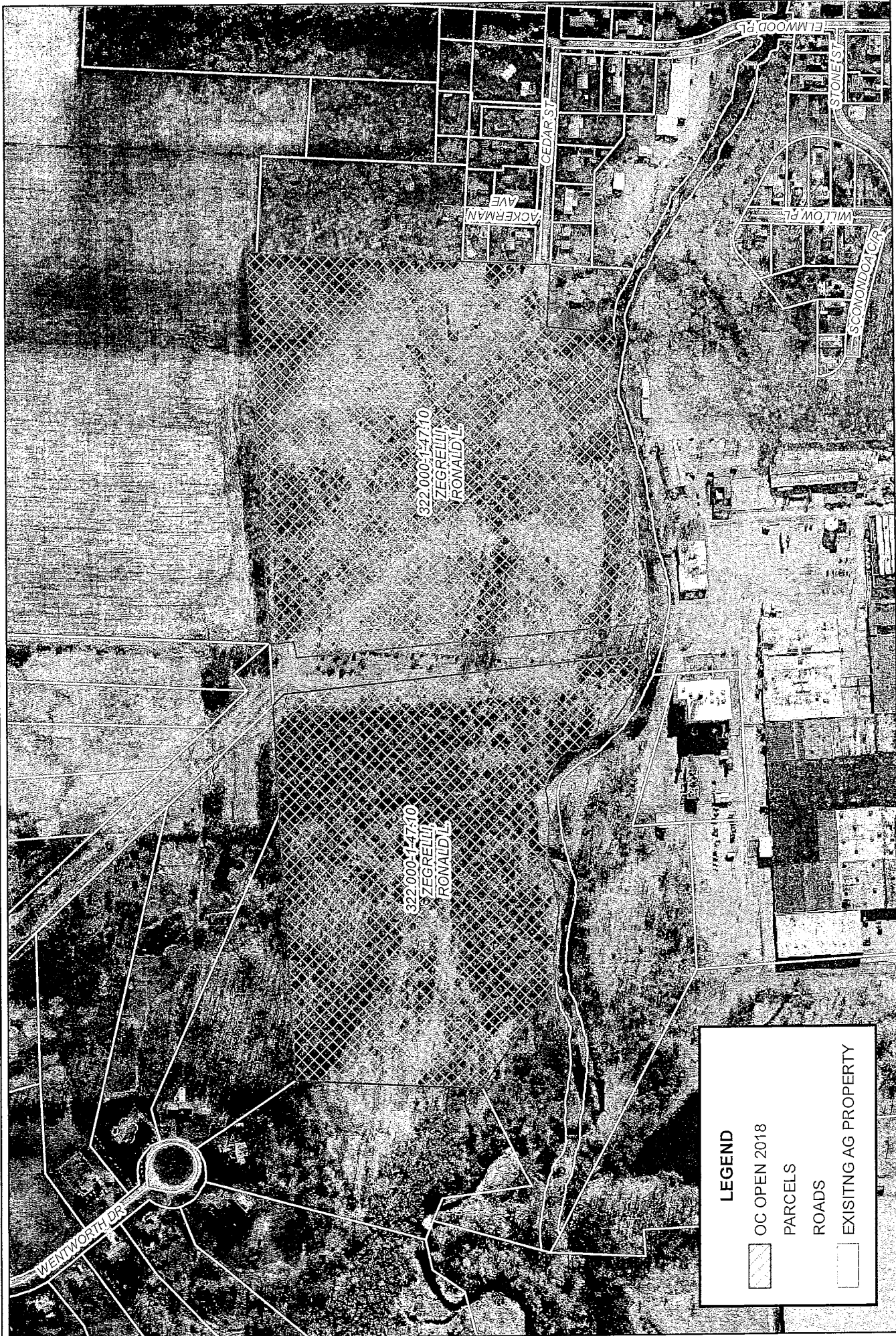
TOWNSEND, JASON
KIRKLAND
 12.3 acres







Agricultural District
Open Enrollment
 Oneida County
2018



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LEGEND

-  OC OPEN 2018
-  PARCELS
-  ROADS
-  EXISTING AG PROPERTY

ZEGRELLI, RONALDI L.
VERNON
 55.9 acres



Agricultural District
Open Enrollment
 Oneida County
 2018



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617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: 2018 Open Enrollment for New York State Agricultural Districts in Oneida County			
Project Location (describe, and attach a location map): Multiple towns throughout Oneida County.			
Brief Description of Proposed Action: The addition of multiple properties to various existing NYS Agricultural Districts within Oneida County as a result of the annual Open Enrollment period established for Oneida County.			
Name of Applicant or Sponsor: Oneida County Board of Legislators		Telephone: (315) 798-5900 E-Mail: cdelpiano@ocgov.net	
Address: 800 Park Avenue			
City/PO: Utica		State: NY	Zip Code: 13501
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: New York State Department of Agriculture and Markets			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		872.6 acres	
b. Total acreage to be physically disturbed?		_____ acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: _____ Gerald J. Fiorini _____ Date: _____ June 13 , 2018 _____		
Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Oneida County Board of Legislators	June 13, 2018
_____ Name of Lead Agency	_____ Date
Gerald J. Fiorini	Chairman
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	<u>John R. Kent, Jr.</u> Signature of Preparer (if different from Responsible Officer)

PRINT