



# 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

Timothy Julian  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION FOR THE May 11, 2022 MEETING

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

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FN 20 22-130

**READ & FILED**

**A MEMORIALIZING PETITION** by Oneida County Board of Legislators recognizing the Child Care Council of Cornell Cooperative Extension's Proclamation of Provider Appreciation Day for Child Care Providers in New York State on May 6, 2022.

**Sponsors:** Messrs. Reale, McMonagle

**WHEREAS,** The Child Care Council of Cornell Cooperative Extension and other organizations nationwide are recognizing Child Care Providers on this day; and


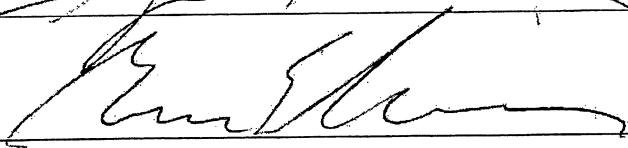
**WHEREAS,** over half the children under the age of six nationwide are estimated to spend some time in a non-parental care arrangement on a weekly basis, which provides critical enrichment opportunities and nurtures development for children of all backgrounds and is a vital building block of our state economy; and

**WHEREAS,** the COVID-19 pandemic has created tremendous hardship for child care providers and the families of Oneida County who depend on them, who have continued to meet the needs of families while risking their health and financial stability to remain open; and

**WHEREAS,** New York State and Oneida County recognizes these hardships and has provided much-needed relief to providers to help sustain the viability of child care by expanding use and accessibility of assistance programs such as TANF, and SNAP, and extended eligibility of child care subsidies. Through the creation of a new Child Care Task Force we continue to look at ways to increase affordability and availability of childcare; and

**WHEREAS,** our future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future. Now, therefore, members of the Oneida County Board of Legislators of the State of New York, hereby proclaim May 6, 2022, as Provider Appreciation Day in Oneida County and urge all citizens to recognize Child Care Providers for their important work.

Legislators Supporting Petition	Legislators Opposing Petition
<del>Bob</del>	
Cynthia Rogers Hill	
Sue Dwyer	
Kermit	
D.J. Bond	
Norm Leach	
<del>Clark</del>	
R.K. King	
J. J. [unclear]	
J. R. [unclear]	
K. [unclear]	
Chad Davis	
Don McEwen	

<i>Legislators Supporting Petition</i>	<i>Legislators Opposing Petition</i>
	
	

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



**ONEIDA COUNTY  
DEPARTMENT OF PLANNING**

Boehlert Center at Union Station  
321 Main St., Utica NY 13501  
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.  
County Executive  
James J. Genovese II  
Commissioner

April 13, 2022

FN 20 22-131

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

**ECONOMIC DEVELOPMENT  
& TOURISM  
WAYS & MEANS**

Re: NYS Office of Community Renewal – 2022 Consolidated Funding Application –  
Economic Development Grant Project

Dear County Executive Picente:

In a continuing effort to assist businesses throughout Oneida County, we are proposing to apply for Community Development Block Grant (CDBG) funding made available by the New York State Office of Community Renewal (OCR) through the 2022 New York State Consolidated Funding Application.

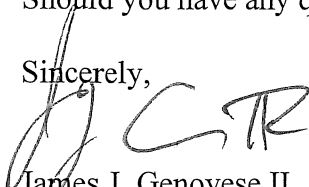
Based on the requirements from the OCR, Oneida County will apply for an amount not to exceed \$750,000 for an Economic Development Grant Program. This funding will assist an existing company to support and foster its development and expansion. Eligible funding will result in the creation or retention of permanent, private-sector job opportunities principally for persons from low to moderate-income households. It is estimated that up to 240 new jobs will be created. Since Utica and Rome are entitlement communities under the U.S. Department of Housing and Urban Development CDBG Program, their residents are not eligible for this program.

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

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application to the New York State Office of Community Renewal for CDBG funding totaling \$750,000. Included in this resolution is the authorization to conduct the mandated public hearings on the Community Development Block Grant application, as required by the statutory requirements of the CDBG program, and, if awarded the grant, authorization to enter into an agreement with the Mohawk Valley EDGE to administer the program.

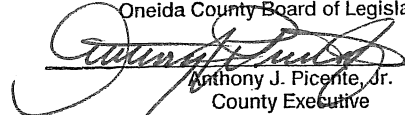
Should you have any questions regarding this matter please contact me.

Sincerely,

  
James J. Genovese II  
Commissioner  
Oneida County Department of Planning



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

  
Anthony J. Picente, Jr.  
County Executive  
Date 4-20-22



**ONEIDA COUNTY  
DEPARTMENT OF PLANNING**

Boehlert Center at Union Station  
321 Main St., Utica NY 13501  
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.  
County Executive  
James J. Genovese II  
Commissioner

FN 20 22-132

March 29, 2022  
Anthony J. Picente, Jr.  
County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

**ECONOMIC DEVELOPMENT  
& TOURISM**  
WAYS & MEANS

Re: NYS Office of Community Renewal – 2019 Consolidated Funding Application –  
Housing Rehabilitation Program and COVID-19 Rental Assistance Program

Dear County Executive Picente:

In a continuing effort to assist businesses throughout Oneida County, we have administered a Community Development Block Grant (CDBG) for funding made available by the New York State Office of Community Renewal (OCR) through the 2019 New York State Consolidated Funding Application.

Based on the requirements from the OCR, Oneida County must hold another public hearing for our CDBG project #846HR329-19 for the Oneida County Housing Rehabilitation Program and the COVID-19 Rental Assistance Program for the amount not to exceed \$650,000.

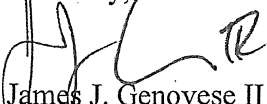
This project utilized the award of \$650,000 to provide housing rehabilitation services to low-income, owner-occupied single-family homes in Oneida County. In addition, the project utilized the award to provide rental assistance to renters with an Area Median Income under 80%, that have been economically impacted by COVID-19, and were current on rent prior to the COVID-19 crisis. Since Utica and Rome are entitlement communities under the U.S. Department of Housing and Urban Development CDBG Program, their residents were not eligible for this program.

Since the CDBG program does not require a local match, no Oneida County dollars have been expended on these projects. This grant has been administered by the Utica Neighborhood Housing Service, Inc. on behalf of Oneida County.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to conduct the mandated public hearing on the CDBG project on May 11, 2022, at 2:00 p.m., as required by the statutory requirements of the CDBG program.

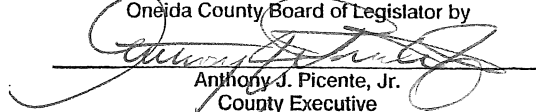
Should you have any questions regarding this matter please contact me.

Sincerely,

  
James J. Genovese II  
Commissioner

Oneida County Department of Planning

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4-4-22



# Griffiss International Airport

660 Hangar Road, Suite 223  
Rome, NY 13441

Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE  
County Executive

EDWARD A. ARCURI  
Commissioner of Aviation

April 1, 2022

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

FN 20 22-133

AIRPORT

WAYS & MEANS

Dear Mr. Picente:

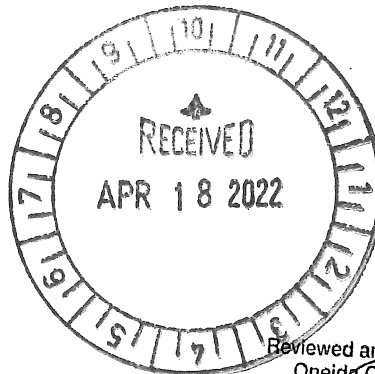
This letter is regarding the Revocable Permit for Access and Use of the New York State Preparedness Training Center between the New York State Division of Homeland Security and Emergency Services and Oneida County. This permit allows the UAS Test Site the opportunity to conduct UAS testing and Research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

The permit is for one year, the term of which is from February 1, 2022, to January 31, 2023, and is a renewal of the permit that was in effect from February 1, 2021 to January 31, 2022.

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

Sincerely,

Edward A. Arcuri, Commissioner  
Department of Aviation



EAA/rae

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

Anthony J. Picente, Jr.  
County Executive

Date 4/18/22

Oneida Co. Department:  
Aviation

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

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name & Address of Vendor:**

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

**Title of Activity or Service:**

Use Permit for the SPTC

**Proposed Dates of Operation:**

February 1, 2022 to January 31, 2023

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

**Summary Statements**

1) Narrative Description of Proposed Services:

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

2) Program/Service Objectives and Outcomes:

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

3) Program Design and Staffing: N/A

**Total Funding Requested: \$0.00**

**Account #: A5620**

**Oneida County Dept. Funding Recommendation:**

**Mandated/Not Mandated: Not Mandated**

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

**Cost Per Client Served: \$0.00**

**Past Performance Data: N/A**

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



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

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the NYS Division of Homeland Security and Emergency Services (DHSES) having its principle place of business at the Harriman State Office Campus, 1220 Washington Avenue, Building 7A, 7th Floor, Albany, New York 12242, hereinafter referred to as the "STATE" and Oneida County having its principal place of business located at Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, hereinafter referred to as ("the PERMITTEE").

**WITNESSETH:**

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

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

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

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

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

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

**TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Division of Homeland Security & Emergency Services

County of Oneida

By:

\_\_\_\_\_  
JACKIE BRAY  
Acting Commissioner  
NYS Division of Homeland Security and  
Emergency Services  
SPTC Director of Operations

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

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ATTACHMENT A

Oneida County

Name of PERMITTEE

PERMITTEE shall be provided with access, use and services (if applicable) to the premises described herein and located at the **SPTC beginning February 1, 2022 and ending January 31, 2023** during normal business hours or at such other times as mutually agreed in writing between the parties and only for the following purposes:

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

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

**COORDINATION PROCEDURES FOR UNMANNED AIRCRAFT SYSTEMS (UAS)**

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

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

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

All altitudes are above ground level unless otherwise indicated.

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

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

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

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

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

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

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

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

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

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

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

(1) Zone A: This zone is the area encompassing the indoor city training area and the railroad track testing area. (See Figure 1.)

(2) Zone B: This zone is the area encompassing the approach end of the closed runway 27 to the intersection of runways 27 and 33. This area also encompasses the approach end of the closed runway 33 to the intersection of runways 33 and 27. (See Figure 1.)

(3) Zone C: This zone is the area encompassing the approach end of the closed runway 09 to the intersection of former runways 09 and 33. This area also encompasses the approach end safety area as indicated in Figure 2. (See Figure 1.)

(4) Zone D: This zone is the area encompassing the SPTC portion of closed runway 15/33. This area includes the Urban Search and Rescue Simulator (USAR) (rubble pile) disaster test area which includes an elevator shaft. (See Figure 1.)

(5) Zone E: This zone is the area encompasses a wooded triangle shape formed by the western boundary of the SPTC property and runways 15/33 and 09/27 as indicated in figure 2. (See Figure 1.)

(6) Zone F: This zone is the area encompassing the approach end of the closed runway 15 to the northwestern boundary of Zone D. This Zone also encompasses the northwestern section of closed taxiway A, E and D. (See Figure 1.)

(7) Zone G: This zone is the area encompasses a wooded area to the extreme northwest corner of the center. This area includes simulates housing areas in remote location. (See Figure1.)

(8) Zone H: This zone is the area encompasses an area to the South side of closed runway 09/27. The area includes wooded and clear areas. (See Figure 1.)

(9) Cross Zone Operations: Cross Zone operations are allowed if the operator has an approved COA that directs these operations or if the operator has a COA that does not specify a zone but allows operations at the SPTC and such operations are approved by the SPTC Director of Operations. In this case, cross zone operations will be thoroughly coordinated and briefed to all participating SPTC and Test Site personnel.

(10) UAS Operating Zone Holding Areas: When concurrent or simultaneous manned and unmanned aircraft operations are conducted at the SPTC, one or more UAS Operating Zones will be designated for exclusive UAS use. Such UAS Operating Zones(s) will be designated as UAS holding areas to allow for operation of manned aircraft in segregated SPTC airspace and traffic patterns. When manned aircraft are operating at the SPTC, UAS pilots will proceed immediately to a UAS Operating Zone or Zones designated for holding and remain there until the manned aircraft are clear of SPTC airspace.

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

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

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

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

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



Figure I. UAS Operating Area Zones



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ATTACHMENT B

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

Oneida County

---

Name of PERMITTEE

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

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

---

ATTACHMENT C

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

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, 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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the

construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts

due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

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

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

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

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

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



Information on the availability of New York State subcontractors and suppliers is available from:  
NYS Department of Economic Development  
Division for Small Business Albany, New York 12245 Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto: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](mailto:mwbecertification@esd.ny.gov)

<https://ny.newnycontracts.com/FrontEndNendorSearchPublic.asp>

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

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

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

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

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

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

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

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

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

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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



ONEIDA COUNTY  
DEPARTMENT OF PUBLIC WORKS  
George E. Carle Complex  
5999 Judd Road, Oriskany, NY 13424  
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.  
County Executive

MARK E. LARAMIE, P.E.  
Commissioner

March 28, 2022

FN 20 22 - 134

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

The enclosed grant agreement provides funding for replacement of the Oneida Street Bridge over Sauquoit Creek in the Town of Paris. This project has been added to the State Transportation Improvement Plan. Eligible project expenditures qualify for 80% Federal aid and up to 15% State aid. The subject bridge is owned by the Town of Paris.

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County has agreed to act as project sponsor. An Inter-municipal agreement between Oneida County and the Town of Paris has been executed establishing the responsibility of the Town for 100% of any local and/or unfunded expense.

The enclosed Supplemental Agreement No. 2 to the original Federal aid Local Project Agreement will increase total reimbursement up to \$1,581,218.00 in federal and state aid as eligible expenditures are made for design phase and construction phase services. The Town of Paris would be responsible for 100% of the local matching share, currently estimated to be \$83,222.00. A detailed funding summary is provided in Supplemental Agreement No. 2, Schedule A.

If acceptable, please forward the enclosed Supplemental Agreement No. 2 to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 3-31-22

Oneida Co. Department: Public Works

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

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

**Title of Activity or Service:** Grant

**Proposed Dates of Operation:** Start on Execution – 09/30/2022

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

**Served:**

**Summary Statements**

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

The enclosed grant agreement funds the preliminary engineering and design services for the replacement of the Oneida Street Bridge over Sauquoit Creek in the Town of Paris.

Replacement of the Oneida Street Bridge has been added to the State Transportation Improvement Plan. Eligible project expenditures qualify for 80% Federal aid and 15% State aid. The subject bridge is owned by the Town of Paris.

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

3) Program Design and Staffing: N/A

4) Funding

	<b>Account #:</b>	H569
	<b>Total Funding Requested:</b>	\$1,664,440.00
<b>Oneida County Dept. Funding Recommendation:</b>		\$1,664,440.00

<b>Proposed Funding Sources</b>	<b>Federal:</b>	\$1,331,552.00
	<b>New York State:</b>	\$249,666.00
	<b>County:</b>	\$0.00
	<b>Town of Paris:</b>	\$83,222.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

Sponsor: County of Oneida  
PIN: 2754.45 BIN: 2263310  
Comptroller's Contract No. D035953  
Supplemental Agreement No. 2  
Date Prepared: 1/14/2022 By: JM  
Initials

Press F1 for instructions in the blank fields:

**SUPPLEMENTAL AGREEMENT No. 2 to D035953** (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

County of Oneida (the Sponsor)  
Acting by and through the County Executive  
with its office at 800 Park Avenue, Utica, NY 13501.

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

Amends a previously adopted Schedule A by (*check as applicable*):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
  - adding additional funding (*check and enter the # phase(s) as applicable*):
    - adding phase .321 which covers eligible costs incurred on/after 9/9/2021
    - adding phase \_\_\_\_\_ which covers eligible costs incurred on/after  / /
  - increasing funding for a project phase(s)
  - adding a pin extension
  - change from Non-Marchiselli to Marchiselli
  - deleting/reducing funding for a project phase(s)
  - other (\_\_\_\_\_)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (*insert text below*):

Sponsor: County of Oneida  
PIN: 2754.45 BIN: 2263310  
Comptroller's Contract No. D035953  
Supplemental Agreement No. 2  
Date Prepared: 1/14/2022 By: JM  
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

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

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

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

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

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

STATE OF NEW YORK

)ss.:

COUNTY OF ONEIDA

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

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

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

BY: \_\_\_\_\_  
For Commissioner of Transportation

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.

By: \_\_\_\_\_  
Assistant Attorney General

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

**COMPTROLLER'S APPROVAL:**

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law ' 112

Press F1 to read instructions in blank fields

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements**  
**NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.45**

<b>OSC Municipal Contract #:</b> D035953	<b>Contract Start Date:</b> 7/12/2018 <sub>(mm/dd/yyyy)</sub>	<b>Contract End Date:</b> 9/30/2023 <sub>(mm/dd/yyyy)</sub> <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
---------------------------------------------	---------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------

**Purpose:**  Original Standard Agreement  Supplemental Schedule A No. 2

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

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

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

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

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

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

**Project Description:** BRIDGE REPLACEMENT, ONEIDA ST OVER SAUQUOIT CREEK (BIN 2263310), VILLAGE OF CLAYVILLE, ONEIDA COUNTY

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

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$25,500.00	\$0.00	\$0.00	\$25,500.00
<input checked="" type="checkbox"/>	Current SFY	\$7,950.00	\$0.00	\$216,216.00	\$224,166.00
<b>Authorized Allocations to Date</b>		\$33,450.00	\$ 0.00	\$216,216.00	\$249,666.00

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

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
2754.45.121	Current	STP (80%)	\$223,000.00	\$178,400.00	\$33,450.00	\$11,150.00	\$0.00
	Old		\$175,425.00	\$140,340.00	\$24,150.00	\$10,935.00	\$0.00
2754.45.321	Current		\$1,441,440.00	\$1,153,152.00	\$216,216.00	\$72,072.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$1,664,440.00	\$1,331,552.00	\$249,666.00	\$83,222.00	\$ 0.00



NYS DOT/State-Local Agreement – Schedule A

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

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

D. Total Project Costs <i>All totals will calculate automatically.</i>				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,331,552.00	\$249,666.00	\$ 0.00	\$83,222.00	\$1,664,440.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2450</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.



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

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

### A1. Preliminary Engineering (“PE”) Phase

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

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

## **A2. Right-of-Way (ROW) Incidentals**

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

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

**B. Right-of-Way (ROW) Acquisition**

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

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

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

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.                                                     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Sponsor: County of Oneida  
PIN: 2754.45 BIN: 2263310  
Comptroller's Contract No. D035953  
Supplemental Agreement No. 2  
Date Prepared: 1/14/2022 By: JM  
Initials

Press F1 for instructions in the blank fields:

**SUPPLEMENTAL AGREEMENT No. 2 to D035953** (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

County of Oneida (the Sponsor)  
Acting by and through the County Executive  
with its office at 800 Park Avenue, Utica, NY 13501.

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

Amends a previously adopted Schedule A by (*check as applicable*):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
  - adding additional funding (*check and enter the # phase(s) as applicable*):
    - adding phase .321 which covers eligible costs incurred on/after 9/9/2021
    - adding phase \_\_\_\_\_ which covers eligible costs incurred on/after   /  /
  - increasing funding for a project phase(s)
  - adding a pin extension
  - change from Non-Marchiselli to Marchiselli
  - deleting/reducing funding for a project phase(s)
  - other (\_\_\_\_\_)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (*insert text below*):



Sponsor: County of Oneida  
PIN: 2754.45 BIN: 2263310  
Comptroller's Contract No. D035953  
Supplemental Agreement No. 2  
Date Prepared: 1/14/2022 By: JM  
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

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

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

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

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

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

STATE OF NEW YORK

)ss.:

COUNTY OF ONEIDA

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

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

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

BY: \_\_\_\_\_  
For Commissioner of Transportation

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.

By: \_\_\_\_\_  
Assistant Attorney General

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

**COMPTROLLER'S APPROVAL:**

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law '112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYS DOT/ State-Local Agreement - Schedule A for PIN 2754.45

OSC Municipal Contract #: D035953
Contract Start Date: 7/12/2018
Contract End Date: 9/30/2023
[checked] Check, if date changed from the last Schedule A

Purpose: [unchecked] Original Standard Agreement [checked] Supplemental Schedule A No. 2

Agreement Type: [checked] Locally Administered Municipality/Sponsor (Contract Payee): County of Oneida
[unchecked] State Administered

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

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

Work Type: BR REPLACE County (If different from Municipality):

Marchiselli Eligible [checked] Yes [unchecked] No
Project Description: BRIDGE REPLACEMENT, ONEIDA ST OVER SAUQUOIT CREEK (BIN 2263310), VILLAGE OF CLAYVILLE, ONEIDA COUNTY

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

Table with 6 columns: Check box to indicate change from last Schedule A, State Fiscal Year(s), Project Phase (PE/Design, ROW (RI & RA), Construction/CI/CS), and TOTAL. Rows include Cumulative total for all prior SFYs, Current SFY, and Authorized Allocations to Date.

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

Table with 8 columns: PIN Fiscal Share, "Current" or "Old" entry indicator, Federal Funding, Total Costs, FEDERAL Participating Share, STATE MARCHISELLI Match, LOCAL Matching Share, LOCAL DEPOSIT AMOUNT. Includes rows for PINs 2754.45.121 and 2754.45.321, and a TOTAL CURRENT COSTS summary row.

NYS DOT/State-Local Agreement – Schedule A

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
...	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
...	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
...	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
...	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
...	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
...	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
...	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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

**D. Total Project Costs** All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,331,552.00	\$249,666.00	\$ 0.00	\$83,222.00	\$1,664,440.00

**E. Point of Contact for Questions Regarding this Schedule A (Must be completed)**

Name: Jim McLaughlin  
 Phone No: 315-793-2450

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



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

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

### A1. Preliminary Engineering ("PE") Phase

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

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

## **A2. Right-of-Way (ROW) Incidentals**

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

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

### **B. Right-of-Way (ROW) Acquisition**

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

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

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



**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.



ONEIDA COUNTY  
 DEPARTMENT OF PUBLIC WORKS  
 George E. Carle Complex  
 5999 Judd Road, Oriskany, NY 13424  
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.  
 County Executive

MARK E. LARAMIE, P.E.  
 Commissioner

April 4, 2022

FN 20 22-135

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

In 2011, Oneida County contracted with Bonacci Architects to prepare plans and specifications for reconstruction of the Oneida County Office Building parking garage.

While in the process of the above preparation, a detailed inspection of the HVAC system revealed deteriorated ductwork and failing machinery. Critical components of the HVAC system must be replaced to provide adequate ventilation and avoid future garage closures due to HVAC system failure. The scope of work would include replacing +50-year-old equipment including controls, exhaust fan, intake fan, and exhaust ductwork. This work is unanticipated and preparation of required plans and specifications is not included in Bonacci Architects' current scope of work

On February 16, 2022, the Oneida County Board of Acquisition and Contract approved a proposal from Bonacci Architects in the amount of a \$15,656.00 lump sum fee, to prepare plans and specifications to replace critical components of the Oneida County Office Building parking garage HVAC system.

Original Fee:	\$110,520.00	
Amendment No. 1 Fee:	\$33,250.00	(Park Ave. Canopy Enclosure)
Amendment No. 2 Fee:	\$6,995.00	(Structural Evaluation)
Amendment No. 3 Fee:	\$126,000.00	(Parking Garage Reconstruction)
Proposed Amendment No. 4 Fee:	\$15,656.00	(Parking Garage HVAC)
Proposed Total Fee:	\$292,421.00	

If you agree with this proposal, please forward Change Order No. 4 to Contract No. 86501 to the Oneida County Board of Legislators for approval.

Thank you for your consideration.

Sincerely

Mark E. Laramie, P.E.  
 Commissioner

Enclosures

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

Anthony J. Picente, Jr.  
 County Executive

Date 4-7-22

Oneida County Department: Public Works

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

**ONEIDA COUNTY BOARD OF LEGISLATORS**

Name of Proposing Organization:	Bonacci Architects, PLLC 110 Fulton Street Utica, NY 13501
Title of Activity of Service:	Professional Consulting Services Oneida County Office Building Parking Garage Rehabilitation Parking Garage Reconstruction – CO#4
Proposed Dates of Operation:	Start on Execution – 12/31/2022
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

In 2011, Oneida County contracted with Bonacci Architects to prepare plans and specifications for reconstruction of the Oneida County Office Building parking garage.

While in the process of the above preparation, a detailed inspection of the HVAC system revealed deteriorated ductwork and failing machinery. Critical components of the HVAC system must be replaced to provide adequate ventilation and avoid future garage closures due to HVAC system failure. The scope of work would include replacing +50-year-old equipment including controls, exhaust fan, intake fan, and exhaust ductwork. This work is unanticipated and preparation of required plans and specifications is not included in Bonacci Architects' current scope of work

On February 16, 2022, the Oneida County Board of Acquisition and Contract approved a proposal from Bonacci Architects in the amount of a \$15,656.00 lump sum fee, to prepare plans and specifications to replace critical components of the Oneida County Office Building parking garage HVAC system.

The previously amended fee was \$276,765.00, bringing the new total amount to \$292,421.00.

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

3) Program Design and Staffing: N/A

4)Funding	Account #:	H-454
	Total Funding Requested:	\$292,421.00
	Oneida County Dept. Funding Recommendation:	\$292,421.00
Proposed Funding Sources	Federal:	\$0.00
	State:	\$0.00
	County:	\$292,421.00
	Other:	\$0.00

Past Performance Data: N/A

Mandated / Not Mandated: Mandated

O.C. Department Staff Comments: None



# AIA Document G802™ – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
2019 COB Plaza Deck Reconstruction

**AGREEMENT INFORMATION:**  
Date: 2019-02-27

**AMENDMENT INFORMATION:**  
Amendment Number: 004  
Date: February 16, 2022

**OWNER:** *(name and address)*  
Oneida County  
800 Park Ave.  
Utica, NY 13501

**ARCHITECT:** *(name and address)*  
Bonacci Architects, PLLC  
110 Fulton Street  
Utica, NY 13501  
Telephone Number 315.797.8666  
Fax Number 315.735.3605

The Owner and Architect amend the Agreement as follows:

A detailed inspection of the HVAC system revealed deteriorated duct work and failing machinery in the Parking Garage area. Critical components of the HVAC system must be replaced to provide adequate ventilation and avoid future garage closures due to HVAC system failure. The scope of work would include replacing 50 plus-year-old equipment, including controls, exhaust fan, intake fan, and exhaust ductwork. This work is unanticipated and preparation of required plans and specifications is not included in Bonacci Architect's current scope of work.

Bonacci Architects submitted a proposal to prepare plans and specifications for the aforementioned work for a lump sum amount of \$15,656.00, attached hereto and incorporated herein.

The Architect's compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

The maximum amount payable shall be increased from \$276,765.00 to \$292,421.00.

**Schedule Adjustment:**

There is no change in the timeline.

### SIGNATURES:

Bonacci Architects, PLLC  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

*David J. Bonacci*  
\_\_\_\_\_  
**SIGNATURE**

David J. Bonacci, AIA.  
Principal  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

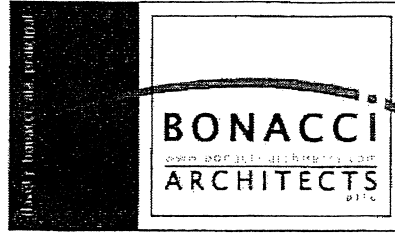
*04.05.22*  
\_\_\_\_\_  
**DATE**

Oneida County  
\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**

Anthony J. Picente, Jr.  
Oneida County Executive  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**



February 3, 2022

Mr. Mark Laramie  
Oneida County Department of Public Works  
Division of Engineering  
5999 Judd Road  
Oriskany, New York 13424

Re: Plaza Deck Reconstruction Oneida COB Garage Structure  
BA 18001.04 (HVAC work)

Dear Mr. Laramie:

As requested Bonacci Architects is proposing the fee for professional services for additional design work to replace the 50-year-old supply and exhaust air ventilation for the Oneida County Office Building's Parking Garage.

The work that we believe is needed and included in this proposal includes the design, bidding documents, assistance in bidding, and construction administration for the following work at the Oneida County Office Building. The design and bidding documents and construction administration work is to be added to and conducted simultaneously with the previously accepted work in the Parking Garage.

1. Repairs to added to the B1 level of the parking garage
  - 1.1. **Removal of existing 50-year-old Garage Exhaust Fan and its concrete masonry enclosure.**
  - 1.2. **Removal of exhaust ductwork and installation of new exhaust ductwork.**
  - 1.3. **Installation of new Garage Exhaust Fan(s) and enclosure wall and pair of doors.**
2. Repairs to the B2 level of the parking garage
  - 2.1. **Removal of exhaust ductwork and installation of new exhaust ductwork.**
3. Work in the Boiler Room
  - 3.1. **Removal of existing 50-year-old Garage Supply Air Fan.**
  - 3.2. **Installation of new Garage Supply Air Fan(s).**

We believe the probable costs for the added work will be \$245,000. This will bring an itemized assessment of the parking garage cost of construction to approximately \$2,800,000.

**We propose to perform the above additional design work for \$15,656.00.**

This will bring our total fee for the \$2,800,000 assessed construction cost to \$141,656 (previous amendment #3 of \$126,000 plus this request of \$15,656).

4. This proposal does NOT include:
  - 4.1. Bonacci Architects and our consultants' expenses incurred during the investigation services performed by Murnane and Lupini Construction.
  - 4.2. Time and Material Expenses incurred by Murnane and Lupini Construction during the investigation services performed by them within the Garage.
  - 4.3. Testing for Asbestos Containing Materials.

formerly FULIGNI+FRAGOLA/ARCHITECTS pllc

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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

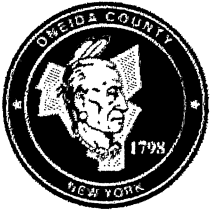
- 4.4. Project Monitoring during Abatement work. (J.B. Evans & Sons has agreed to hold the rates contained in the original Owner Architect Agreement for the current Plaza Reconstruction Project (BA project #: 19007.01).
- 4.5. Testing conducted during the Abatement Project Monitoring.
- 4.6. Special Inspections and Testing required by the New York State Building Code.
- 4.7. Onsite daily field representative services. (Beebe would charge updated rates of \$78/hr and \$109/hr for overtime).

Yours truly,



David J. Bonacci, AIA  
Principal

c: T. Ebner  
LAF/contract file  
DJB



**ONEIDA COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
George E. Carle Complex  
5999 Judd Road, Oriskany, NY 13424  
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.  
County Executive

MARK E. LARAMIE, P.E.  
Commissioner

April 4, 2022

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

FN 20 22-136

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

In February 2022, Oneida County contracted with Fisher Associates for design services for various bridge and structure replacement projects to be constructed in 2022, Contract #154113. Two of the included projects are:

1. Replacement of Structure C6A-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western.
2. Slope Stabilization – Blossvale Road, CR66, Town of Annsville.

The aforementioned projects are eligible for FEMA Disaster Mitigation funds and require additional mitigation reports to be prepared for submission to FEMA. On March 2, 2022, the Board of Acquisition & Contract accepted Change Order #1 to the existing contract with Fisher Associates, P.E., L.S., L.A., D.P.C., to provide mitigation report services for the aforementioned projects for a lump sum fee of \$8,980.00. Approval of this Change Order #1 will bring the contract total to \$136,280.00.

If acceptable, please forward the above contract to the Oneida County Board of Legislators for consideration and approval.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.  
Commissioner

Enclosures

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

Anthony J. Picente, Jr.  
County Executive

Date 4-7-22

Oneida County Department: Public Works

Competing Proposal  X  Only Respondent       Sole Source RFP       Other      

**ONEIDA COUNTY BOARD OF LEGISLATORS**

Name & Address of Vendor:	Fisher Associates, P.E., L.S., L.A., D.P.C. 180 Charlotte Street Rochester, New York 14607
Title of Activity of Service:	Project Design Services – CO#1
Proposed Dates of Operation:	Start on Execution – 12/31/2022
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

In February 2022, Oneida County contracted with Fisher Associates for design services for various bridge and structure replacement projects to be constructed in 2022, Contract # 154113. Two of the included projects are:

1. Replacement of Structure C6A-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western.
2. Slope Stabilization – Blossvale Road, CR66, Town of Annsville.

The aforementioned projects are eligible for FEMA Disaster Mitigation funds and require additional mitigation reports to be prepared for submission to FEMA. On March 2, 2022, the Board of Acquisition & Contract accepted Change Order #1 to the existing contract with Fisher Associates, P.E., L.S., L.A., D.P.C., to provide mitigation report services for the aforementioned projects for a lump sum fee of \$8,980.00 and will bring the contract total to \$136,280.00.

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

3) Program Design and Staffing: N/A

4)Funding

Account #:	H-615
Total Funding Requested:	\$ 136,280.00
Oneida County Dept. Funding Recommendation:	\$136,280.00
Proposed Funding Sources	Federal: \$ 0.00
	State: \$0.00
	County: \$136,280.00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None



Contract No. 154113

Change Order No. 1

Effective Date 03/2/2022

### CHANGE ORDER

The Change Order modifies the Agreement entered into on the 14th day of February 2022, between Oneida County ("County") and Fisher Associates, P.E., L.S., L.A., D.P.C. ("Contractor"), as follows:

#### 1. Change in Services

In February 2022, Oneida County contracted with Fisher Associates for design services for various bridge and structure replacement projects to be constructed in 2022, Contract #154113. Two of the included projects are:

1. Replacement of Structure C6A-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western.
2. Slope Stabilization – Blossvale Road, CR66, Town of Annsville.

The aforementioned projects are eligible for FEMA Disaster Mitigation funds and require additional mitigation reports to be prepared for submission to FEMA. Fisher will develop a mitigation report for each project documenting the existing conditions along with the proposed mitigation measures. Each report will include details and estimates to cover the pre-existing conditions and proposed mitigation measures.

#### 2. Change in time of Performance (attach schedule if appropriate)

No change.

#### 3. Change in Contractor's Compensation

The maximum amount payable shall be increased by \$8,980.00 from \$127,300.00 to \$136,280.00.

All other terms and conditions remain unchanged.

#### COUNTY

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

\_\_\_\_\_  
Date

Approved

\_\_\_\_\_  
Robert E. Pronteau  
Assistant County Attorney

#### CONTRACTOR

\_\_\_\_\_  
*Emily M. Smith*  
Emily M. Smith, P.E.  
Vice President/Director of Transportation

\_\_\_\_\_  
Date 4/5/2022



Transportation  
Land Development  
Energy

February 18, 2022

Mr. Timothy D. Decker  
Oneida County Department of Public Works  
Division of Engineering  
5999 Judd Road  
Oriskany, NY 13424

Supplemental Agreement #1 – FEMA Coordination  
Blossvale Rd Slope Stabilization & C6A-53 Stokes Westernville Rd Culvert

Dear Mr. Decker:

Fisher Associates, P.E., L.S., L.A., D.P.C. (Fisher) is pleased to submit this proposal to Oneida County (County) related to Supplemental Agreement #1, FEMA Coordination for the Blossvale Rd Slope Stabilization and C6A-53 Stokes Westernville Rd Culvert Replacement Projects.

**Project Description:**

Fisher will develop a mitigation report for each project documenting the existing conditions along with the proposed mitigation measures. Each report will include details and estimates to cover the pre-existing conditions and proposed mitigation measures.

**Design Tasks:**

The project consists of the following tasks:

- Attend FEMA meetings (Assume two meetings)
- Two proposed mitigation reports
- Drafting of existing conditions
- Estimates of probable cost

**Deliverables:**

The project contains the following deliverables:

- Two proposed mitigation reports

**Schedule:**

The following is a tentative schedule for this project assuming a Notice to Proceed date of 2/23/2022:

- Proposed Mitigation Reports – 3/11/2022

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*By living our clientship principles and core values, we create powerful client experiences.*

2 - 8 Hawley Street • Binghamton, New York 13901 • 607.232.5027 • fisherassoc.com



Assumptions:

- The County will provide any existing record plans and other information on file for the project.
- Underground utility locations will be limited to available information from the County and utility companies.
- Right of Way acquisition is not needed for this project.
- Coordination with property owners is not needed for this project.
- No Preconstruction Notification would be required.
- No alternatives will be evaluated for this project.
- Estimate 2 conference calls during the life of this agreement.
- Estimate 2 construction cost estimates will be required for each report.

Compensation:

The fees for the above engineering services will be an agreed upon lump sum cost prior to performing the work. These cost estimates are based on the anticipated scope of work outlined above, which represents our best judgment at this time as to the effort required to achieve the stated objectives. It must be recognized however, that unforeseen conditions that may become evident during the project may alter the effort required. Should additional work be requested, or events occur that are beyond the Scope of Services and Assumptions outlined herein, revisions to the budget may be necessary. The client will be notified immediately of any conditions requiring a change in the scope of work and budget. All labor charges for additional work will be on an hourly basis for the time spent working on the project, plus reimbursement at cost for direct non-salary expenses such as transportation, reproduction of reports and drawings, and other project related items. Our hourly billing rates, which include overhead and profit, are based on the following schedule:

<u>Personnel Category</u>	<u>Billing Rate</u>
Principal In Charge	\$ 210.00
Project Manager	\$ 145.00
Project Engineer	\$ 120.00
Design Engineer	\$ 100.00

**Total FEMA Mitigation Report Cost = \$8,980.00.**

Terms and Conditions:

Fisher Associates' work will be completed in accordance with the terms and conditions (July 2017) attached herewith. This proposal for services and the Statement of Terms and Conditions, which are incorporated herein, shall constitute the entire agreement between the Fisher and the County.

Acceptance:

This proposal may be accepted by signing in the appropriate space on page 4 of this proposal and returning one copy to us. Issuance of a purchase order implicitly acknowledges acceptance of the scope, approach and assumptions of this proposal and attached Statement of Terms and Conditions. This proposal is valid for a period of 60-days from the date issued.



We appreciate the opportunity to submit our proposal to you and are looking forward to working with you on this project.

Sincerely,  
FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.

Younes Drihmi, PE  
Senior Transportation Manager

enclosure: Fisher Associates Standard Terms and Conditions



Acceptance:

This proposal for Supplemental Agreement #1 – FEMA Coordination for Blossvale Rd Slope Stabilization and C6A-53 Stokes Westernville Rd Culvert Replacement Projects, is hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of:

Oneida County Department of Public Works  
Division of Engineering  
5999 Judd Road  
Oriskany, NY 13424

Contract Amount: \$8,980.00

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

CONFIDENTIAL

The information embodied in this proposal is strictly confidential and is supplied on the understanding that it will be held confidentially and not disclosed to third parties without the prior written consent of Fisher Associates, P.E., L.S., L.A., D.P.C.



ONEIDA COUNTY  
DEPARTMENT OF PUBLIC WORKS  
George E. Carle Complex  
5999 Judd Road, Oriskany, NY 13424  
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.  
County Executive

MARK E. LARAMIE, P.E.  
Commissioner

March 28, 2022

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

FN 20 22-137

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

A request for proposal was solicited from qualified Consultants to provide construction inspection services for various bridge, structure, and highway rehabilitation projects to be constructed in 2022-2023. On March 16, 2022, the Oneida County Board of Acquisition & Contract awarded the proposal submitted by Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. for Construction Inspection Services for the following projects:

Group 1 Projects

- a. Guide Rail and Bridge Rail Replacements, Various Locations throughout Oneida County.
- b. Replacement of Structure C2-7, Summit Road over Sauquoit Creek, Town of Paris.
- c. Replacement of Structure C2-58, Floyd-Camroden Road over Hurlbut Glen Brook, Town of Floyd.
- d. Replacement of Structure C1A-58, Floyd-Camroden Road over Slate Creek, Town of Floyd.
- e. Replacement of Structure C6A-32, Valley Road over Niemier Brook, Town of Whitestown.
- f. Replacement of Structure C6A-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western.

Group 2 Projects

- a. Replacement of Structure C1-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
- b. Replacement of Structure C1B-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
- c. Replacement of Structure C1B-58, Floyd-Camroden Road over Six Mile Creek, Town of Floyd.
- d. Herder Road CR66 Bank Stabilization adjacent to Fish Creek, Town of Vienna.
- e. Replacement of Structure C1B-20, Mohawk Street over Roberts Creek, Town of New Hartford.
- f. Replacement of Stokes-Lee Center Road Culverts (2 Locations), various drainages, Town of Lee.

The proposed amount for the Group 1 Projects above is \$363,600.00; and the proposed amount for the Group 2 Projects above is \$222,200.00, with the proposed contract amount totaling \$585,800.00.

Delta Engineers, Construction Inspection 2022-2023

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

Anthony J. Picente, Jr.  
County Executive

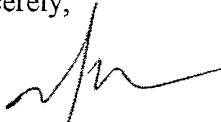
Date 4-1-22

Page 2

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

Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark E. Laramie', with a stylized flourish at the end.

Mark E. Laramie, P.E.  
Commissioner

Enclosures

Oneida Co. Department: Public Works

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

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name & Address of Vendor:** Delta Engineers, Architects, Land Surveyors, &  
Landscape Architects, D.P.C.  
860 Hooper Road  
Endwell, NY 13760

**Title of Activity or Service:** Professional Consulting Services  
**Proposed Dates of Operation:** Start on Execution - 12/31/2023  
**Client Population/Number to be Served:** N/A  
**Mandated or Non-mandated:** Non-mandated

**Summary Statements**

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

On March 16, 2022, the Oneida County Board of Acquisition & Contract awarded the proposal submitted for Construction Inspection Services during 2022-2023 for the following projects:

Group 1 Projects

- a. Guide Rail and Bridge Rail Replacements, Various Locations throughout Oneida County.
- b. Replacement of Structure C2-7, Summit Road over Sauquoit Creek, Town of Paris.
- c. Replacement of Structure C2-58, Floyd-Camroden Road over Hurlbut Glen Brook, Town of Floyd.
- d. Replacement of Structure C1A-58, Floyd-Camroden Road over Slate Creek, Town of Floyd.
- e. Replacement of Structure C6A-32, Valley Road over Niemier Brook, Town of Whitestown.
- f. Replacement of Structure C6A-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western.

Group 2 Projects

- a. Replacement of Structure C1-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
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- e. Replacement of Structure C1B-20, Mohawk Street over Roberts Creek, Town of New Hartford.
- f. Replacement of Stokes-Lee Center Road Culverts (2 Locations), various drainages, Town of Lee.



The proposed amount for the Group 1 Projects above is \$363,600.00; and the proposed amount for the Group 2 Projects above is \$222,200.00, with the proposed contract amount totaling \$585,800.00.

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

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

**4) Funding:**

	<b>Account #:</b>	H-615
	<b>Total Funding Requested:</b>	\$585,800.00
<b>Oneida County Dept. Funding Recommendation:</b>		\$585,800.00

**Proposed Funding Sources**

<b>Federal:</b>	\$0.00
<b>New York State:</b>	\$0.00
<b>County:</b>	\$585,800.00

**Past Performance Data:** N/A

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

## ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), made this 16<sup>th</sup> day of March 2022, by and between the COUNTY OF ONEIDA (hereinafter referred to as the "County"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, and Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C., (hereinafter called "Consultant"), a domestic professional service corporation, organized and existing under the laws of the State of New York with its place of business located at 860 Hooper Road, Endwell, New York 13760 (each a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, County requires construction inspection services associated with the following projects:

#### Group 1 Projects

- a. Guide Rail and Bridge Rail Replacements, Various Locations throughout Oneida County.
- b. Replacement of Structure C2-7, Summit Road over Sauquoit Creek, Town of Paris.
- c. Replacement of Structure C2-58, Floyd-Camroden Road over Hurlbut Glen Brook, Town of Floyd.
- d. Replacement of Structure C1A-58, Floyd-Camroden Road over Slate Creek, Town of Floyd.
- e. Replacement of Structure C6A-32, Valley Road over Niemier Brook, Town of Whitestown.
- f. Replacement of Structure C6A-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western.

#### Group 2 Projects

- a. Replacement of Structure C1-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
- b. Replacement of Structure C1B-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
- c. Replacement of Structure C1B-58, Floyd-Camroden Road over Six Mile Creek, Town of Floyd.
- d. Herder Road CR66 Bank Stabilization adjacent to Fish Creek, Town of Vienna.
- e. Replacement of Structure C1B-20, Mohawk Street over Roberts Creek, Town of New Hartford.
- f. Replacement of Stokes-Lee Center Road Culverts (2 Locations), various drainages, Town of Lee; and

WHEREAS, the County issued an RFP seeking a vendor to provide these construction inspection services; and

WHEREAS, Consultant has submitted a proposal to provide such services, more fully defined herein; and

WHEREAS, The Oneida County Board of Acquisition & Contract has authorized this Agreement; and

NOW, THEREFORE, it is mutually agreed that for the consideration hereinafter set forth, Consultant shall provide certain services identified in the original Request for Proposal, attached hereto as **Attachment B**, and the Consultant Proposal, attached hereto as **Attachment C** (both collectively hereinafter "the Services").

### 1. TERM

1.1. The term of this Agreement shall commence upon a written Notice to Proceed ("Notice to Proceed"), and shall terminate upon completion of all work on all projects, but no later than December 31, 2023.

### 2. NOTICE TO PROCEED

2.1. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager, authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued.

### 3. COMPENSATION

3.1. Consultant will be paid a not-to-exceed fee of **Five Hundred Eighty-Five Thousand, Eight Hundred dollars and Zero cents (\$585,800.00)**, for the Services identified in **Attachment B**.

3.2. Payment shall be made monthly on a basis of work completed and billed in accordance with the hourly rates established in **Attachment C**.

3.3. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the lump sum fixed fee and not-to-exceed fee.

3.4. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

3.5. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including, but not limited to, (1) defective services, (2) third party claims, (3) failure of

Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

3.6. Additional compensation, at a mutually agreed-upon rate, will be paid if Consultant's services are required to defend claims or litigation resulting from this project, which are not the fault of Consultant.

3.7. It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

#### 4. EXECUTORY OR NON-APPROPRIATION CLAUSE

4.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event, Consultant shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of termination.

#### 5. SCOPE OF SERVICES

5.1. This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

5.2. Consultant agrees to provide Services in accordance with the project description and scope of services, defined in **Attachment B**.

5.3. Consultant shall furnish any equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

#### 6. PERFORMANCE OF SERVICES

6.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

6.2. Consultant's Services shall be completed and submitted in accordance with industry standards.

6.3. It is understood and agreed that Consultant has the professional skills necessary to

perform the Services agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to do and perform Consultant's duties.

6.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

6.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

6.7. Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

6.8. Consultant acknowledges and agrees that it and its employees and sub-consultants have no authority to enter into contracts that bind County, or create obligations on the part of County, without the prior written authorization.

6.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.10. Consultant shall immediately notify County in writing of any difficulty in complying with requirements of this Agreement.

## 7. **NON-ASSIGNMENT**

7.1. In compliance with New York State General Municipal Law Section 109, Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by County.

## 8. **SUBCONTRACTS**

8.1. A sub-consultant is a person who has an agreement with Consultant to perform any of the Services.

8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of

names of all sub-consultants to whom it proposes to award any portion of the Services.

8.3. Agreements between Consultant and any sub-consultants identified in Paragraph 8.1 shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all attachments. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

## 9. CHANGE IN SERVICES

9.1. In case of changes affecting the scope of services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

## 10. PROJECT MANAGERS

10.1. County designates the Deputy Commissioner of the Department of Public Works, Division of Engineering, as their Project Manager (the "Project Manager"), who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County wishes to change its Project Manager, Consultant will be notified in writing.

10.2. Consultant designates Daniel L. Faldzinski, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or sub-consultant shall be subject to approval by the Project Manager for County.

## 11. NOTICES

11.1. Any notice to County may be delivered personally or sent by United States mail, postage prepaid to the Deputy Commissioner, Division of Engineering, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Any notice to Consultant may be delivered personally or sent by United States mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

## 12. INDEPENDENT CONTRACTOR STATUS

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and its sub-consultant(s), if any, and all of their collective employees, agents, officers, servants and any of their other personnel. The

relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of County. County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

### **13. ASSUMPTION OF RISK**

13.1. Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County.

13.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the risks it assumes under this Section, operations of Consultant in the performance of this Agreement or from Consultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall

release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provisions of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

13.4. This assumption of risk by Consultant is absolute, excepting only reckless or intentional acts of County or its officers, agents or employees.

#### **14. INSURANCE REQUIREMENTS**

14.1. Consultant shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.2. Commercial General Liability ("CGL") coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insured(s) for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insured(s) for at least three (3) years after completion.

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

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

14.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County shall be included as an additional insured. Excess/Commercial 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).



14.6. 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.

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

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

## **15. REQUIRED PROVISIONS OF LAW**

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

15.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

## **16. BREACH**

16.1. A breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

16.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County.

16.1.5. County shall regularly review Consultant's performance. If it is found that Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected within a period of time deemed reasonable to County, then this will be cause for Agreement termination.

16.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.

16.2. If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

16.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

**17. TERMINATION**

17.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days' written notice.

17.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the Services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement, and Consultant shall be entitled to no other compensation or damages and expressly waives same.

17.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill obligations under this Agreement through no fault of Consultant.

**18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS**

18.1. All notes, memoranda, drawings, designs, specifications, reports and copies thereof prepared by Consultant shall become County's property when the work is complete, and the Consultant has received final payment for the services under this Agreement. All documents, including and drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service with respect to the projects. Such documents are not intended or represented to be suitable for reuse by County or others on extensions of these projects or on any other project. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

18.2. Copies of computer diskettes, drawings and specification manuscripts in the possession of the County are to remain the property of County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County.

**19. ADDENDUM**

19.1. Consultant shall comply with **Attachment A**, Addendum - Standard Oneida County

Conditions, attached hereto and hereby incorporated by reference.

**20. NON WAIVER**

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

**21. CHOICE OF LAW/FORUM**

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules or principles.

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

**22. ORDER OF PRECEDENCE**

22.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

22.1.1. Attachment A – Addendum

22.1.2. Attachment D – Change Order, in reverse chronological order, if applicable

22.1.3. This Agreement

22.1.4. Attachment B – Request for Proposal

22.1.5. Attachment C – Consultant Proposal

**23. SUCCESSORS AND ASSIGNS**

23.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

**24. SEVERABILITY**

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

**25. ENTIRE AGREEMENT**

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

**26. COUNTERPARTS**

26.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

**27. AUTHORITY TO ACT/SIGN**

27.1. Consultant's signatory hereby represents and certifies that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

**28. ADVICE OF COUNSEL**

28.1. 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.

**29. AMENDMENTS**

29.1. Amendments to this Agreement, if needed, shall be in the form of the Charge Order attached hereto as **Attachment D**.

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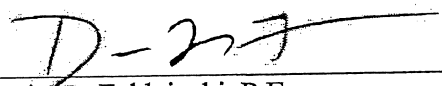
IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals  
the day and year first above written.

COUNTY OF ONEIDA

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Anthony J. Picente, Jr.  
Oneida County Executive

DELTA ENGINEERS, ARCHITECTS,  
LAND SURVEYORS, & LANDSCAPE  
ARCHITECTS,  
D.P.C.



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Daniel L. Faldzinski, P.E.  
Director of Vernon Civil Engineering  
Services

APPROVED BY

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Robert E. Pronteau, Esq.  
Assistant County Attorney

## Attachment A

### Standard Contract Clauses Addendum

THIS ADDENDUM, 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.**

**1.1.** 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.**

**2.1.** 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 tension, 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;

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 (3.3.1.1) above;

3.3.1.4. Notifying the employee in the statement required by paragraph (3.3.1.1) 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 (3.3.1.4.2) 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 (3.3.1.4.2), 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 (3.3.1.1), (3.3.1.2), (3.3.1.3), (3.3.1.4), (3.3.1.5), (3.3.1.6).

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

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

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3.4. 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:

3.4.1. 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

3.4.2. 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, 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.

**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 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 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 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 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 prior to the 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.**

**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 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 payees, 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.

**11.2.** 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.**

**14.1.** 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.

**14.2.** 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 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.**

17.1. 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 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.

17.2. 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.**

18.1. 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).

18.2. 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.

18.3. 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.

18.4. 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.**

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

19.1.1. For the purposes of this provision, the "use of tobacco" shall include:

19.1.1.1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

19.1.1.2. 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.

19.1.2. 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.

19.2. For the purposes of this provision, “on Oneida County property” shall be defined as:

19.2.1. Upon all real property owned or leased by the County of Oneida; and

19.2.2. 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.

19.3. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

**20. Compliance with New York State Labor Law § 201-G.**

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

Updated: 11/8/2018

**ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS**

DIVISION OF ENGINEERING  
5999 JUDD ROAD  
ORISKANY, NEW YORK 13424

REQUEST FOR PROPOSAL

**HIGHWAY, BRIDGE, AND STRUCTURE**

**REHABILITATION / REPLACEMENT PROJECTS**

**CONSTRUCTION INSPECTION SERVICES**

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FEBRUARY 4, 2022

## REQUEST FOR PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES

### 1. Introduction

- 1.1 The County of Oneida (the "County") is soliciting proposals from qualified consulting firms with demonstrated experience in providing similar services.
- 1.2 Proposals in response to this RFP must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to ndigennaro@ocgov.net or via mail on a USB flash drive to:  
  
Nicholas DiGennaro, P.E., CFM  
Deputy Commissioner  
Oneida County Department of Public Works  
5999 Judd Road  
Oriskany, New York 13424
- 1.3 Packages containing proposals must be marked "2022 Construction Inspection Services".
- 1.4 **Proposals are due at the above address no later than 2:00 p.m. on March 10, 2022.**
- 1.5 Questions relating to this RFP should be directed to Nicholas DiGennaro at 315-793-6233 or ndigennaro@ocgov.net.
- 1.6 Project specific questions should be directed to Timothy Decker at 315-793-6228 or tdecker@ocgov.net.

### 2. Project Description

- 2.1 Oneida County is soliciting proposals from qualified firms to provide Construction Inspection services for various highway, bridge, and structure replacement / rehabilitation projects, as described in **Appendix F**, attached hereto.

### 3. Scope of Services

- 3.1 The consulting firm selected for this project (the "Consultant") shall be required to provide qualified inspectors and all services necessary for the performance and completion of all work. Construction Inspector Qualifications and Construction Inspection Services are described in **Appendix G**, attached hereto.

### 4. Terms and Conditions

- 4.1 The Project outlined in this RFP shall be awarded by County.
- 4.2 The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.
- 4.3 A firm responding to this RFP (a "proposer") may be designated for an interview with the County.
- 4.4 The contents of the Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.
- 4.5 The County reserves the right to accept or reject any or all proposals when it is considered to be in the best interest of the County to do so.
- 4.6 The Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.
- 4.7 Firms and/or sub-consultants qualified and certified as Minority/Women Business Enterprises are encouraged to submit proposals. The Consultant and/or sub-consultants shall make a good faith

effort to ensure that M/WBE are given the maximum opportunity to compete for any sub-contracts.

- 4.8 The Consultant shall be required to enter into a Professional Services Agreement (the "Agreement") with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto. The County reserves the right to modify the Agreement before final execution.
- 4.9 The Agreement entered into, as a result of this RFP, shall be between the Consultant and the County.
- 4.10 Should the Agreement be unacceptable to the Consultant, the County reserves the right to select another firm.
- 4.11 Each proposer shall comply with and certify that the proposal was made without collusion pursuant to General Municipal Law § 103-d, attached hereto as **Appendix A**.
- 4.12 Each proposer shall comply with and certify that the proposal was made pursuant to General Municipal Law 103-G, Iranian Energy Divestment Sector, attached hereto as **Appendix B**.
- 4.13 Each proposer shall comply with and certify the County's Solid Waste Management Certification pursuant to Article 12 of the County's Procurement Policy, attached hereto as **Appendix C**.
- 4.14 Each proposer shall comply with and certify the Statement on Sexual Harassment pursuant to Labor Law 201-g, attached hereto as **Appendix D**.
- 4.15 **Appendix E** shall become part of any contract, resulting from this proposal, between Consultant and County.

## **5. Payment for Services**

- 5.1 Consultant shall invoice County monthly for services rendered.
- 5.2 Payment shall be based on established hourly billing rates.
- 5.3 Hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.

## **6. Indemnification**

- 6.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant 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 the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the 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 County 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 County 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 Consultant under this paragraph shall not be limited by any enumeration herein

of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

## **7. Insurance Requirements**

- 7.1. The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. 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.
- 7.2. Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and at least Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.
- 7.3. Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant 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.
- 7.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.
- 7.5. Workers' Compensation pursuant to statute.
- 7.6. Employer's Liability pursuant to statute.
- 7.7. 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 at least Two Million Dollars (\$2,000,000) in the aggregate.
- 7.8. Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella policies to include the County as an additional insured on a primary and non- contributory basis with subrogation waived.
- 7.9. The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.
- 7.10. The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

## **8. Independent Contractor Status**

- 8.1. For the purposes of this paragraph, the term "Independent Contractor" shall include the Consultant, and any and all of its sub-consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the County and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the County 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 County 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 County. Both the County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.
- 8.2. The County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. 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.

## **9. Document Reproduction and Ownership of Original Drawings and Manuscripts**

- 9.1. The Consultant grants to the County an exclusive license to use the Consultant's Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant's sub-consultants consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County's separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

## **10. Choice of Law**

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

## **11. Submittal Requirements**

- 11.1. Cover page (one page).
- 11.2. List of sub-consultants (one page).
- 11.3. Signed **Appendix A** – Non-Collusion Certification
- 11.4. Signed **Appendix B** – Iran Divestment Act Certification
- 11.5. Signed **Appendix C** – Solid Waste Certification
- 11.6. Signed **Appendix D** – Statement on Sexual Harassment
- 11.7. Completed **Appendix H** – Fee Proposal
- 11.8. Billable hourly rate schedule including sub-consultants.



## **12. Special Requirements**

12.1. The Consultant shall have on staff, or as a sub-consultant, a Professional Engineer recognized by the New York State Education Department. This individual shall be responsible for the coordination of services and shall supervise all inspectors and sub-consultants.

## **13. Selection Process**

13.1. The County shall review all proposals received and reserve the right to select proposers for further presentation and interview.

13.2. The following criteria shall be used in the selection process.

### 13.2.1. Approach to Project:

13.2.1.1. Understanding of Project scope

13.2.1.2. Understanding of implied or required activities

13.2.1.3. Reasonableness of proposed approach

13.2.1.4. Proposed Work/Services schedule

### 13.2.2. Experience/Qualifications of Project Personnel and Firm:

13.2.2.1. Previous experience with governmental agencies

13.2.2.2. Previous experience with similar projects

13.2.2.3. Project staff experience with similar projects

13.2.2.4. Project management expertise

### 13.2.3. Credentials of Firm:

13.2.3.1. Reference/client assessment of previous performances

13.2.3.2. Demonstrated ability to keep projects on schedule

13.2.3.3. Firm's most significant relevant project

### 13.2.4. Level of Effort:

13.2.4.1. Commitment of assigned personnel to the project

13.2.4.2. Firm's current workload and availability

### 13.2.5. Fee Proposal

13.3. The County shall prepare the Agreement with the Consultant selected. Any further modifications/amendments to the Agreement shall be negotiated with the County.

13.4. Should the Agreement be unacceptable to the Consultant, the County reserves the right to procure services from another proposer.

## **14. Responsibility of Consultant**

14.1. All responding firms shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected.

**Appendix A  
Non-Collusion Certification**

The following section is an excerpt from the General Municipal Law.

**103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State**

1) Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:

(a) Non-Collusive Bidding Certification. 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 their 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.

2) 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.

3) 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).

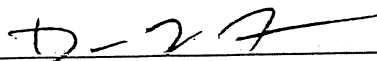
4) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, 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  
DELTA ENGINEERS, ARCHITECTS, LAND  
SURVEYORS AND LANDSCAPE ARCHITECTS, P.C.  
(Legal Name of Person, Firm or Corporation)

Name: DANIEL FALCZINSKI

Title: DIRECTOR OF CIVIL ENGINEERING SERVICES

Signature: 

Date: 3/30/2022

(SIGN AND RETURN WITH PROPOSAL)

**Appendix B  
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:

DELTA ENGINEERS, ARCHITECTS,  
LAND SURVEYORS AND LANDSCAPE ARCHITECTS, DPC  
(Legal Name of Person, Firm or Corporation)

Name: DANIEL FALCZINSKI

Title: DIRECTOR OF CIVIL ENGINEERING SERVICES

Signature D - FA

Date: 3/30/22

**Appendix C**

**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 No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. 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."

DANIEL FACDZINSKI  
Name (Print)

  
Signature

DIRECTOR OF CIVIL ENGINEERING SERVICES  
Title

3/30/2022  
Date

**SIGN AND RETURN WITH PROPOSAL**

**Appendix D**

**Statement on Sexual Harassment in Accordance with New York State Law**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

DANIEL FALCZINSKI  
Name (Print)

DIRECTOR OF CIVIL ENGINEERING SERVICES  
Title

D - [Signature]  
Signature

3/30/2022  
Date

**SIGN AND RETURN WITH PROPOSAL**

## **Appendix E**

### **Standard Contract Clauses Addendum**

The following addendum modifies, changes, or adds to the contract for construction 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 intend to enter 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 any Contract, for good consideration, agree to be bound by the following clauses which will be 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.

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

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



- i.* As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii.* If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:
  - A.** 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 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 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 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.**

- 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.** 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.

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

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

**Appendix F**  
**PROJECT DESCRIPTIONS**

**Estimated Construction Timeframe is Spring 2022 – Fall 2023**

**Group 1 Projects**

- a. Guide Rail and Bridge Rail Replacements, Various Locations throughout Oneida County.
- b. Replacement of Structure C2-7, Summit Road over Sauquoit Creek, Town of Paris.
- c. Replacement of Structure C2-58, Floyd-Camroden Road over Hurlbut Glen Brook, Town of Floyd.
- d. Replacement of Structure C1A-58, Floyd-Camroden Road over Slate Creek, Town of Floyd.
- e. Replacement of Structure C6A-32, Valley Road over Niemier Brook, Town of Whitestown.
- f. Replacement of Structure C6A-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western.

**Group 2 Projects**

- a. Replacement of Structure C1-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
- b. Replacement of Structure C1B-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
- c. Replacement of Structure C1B-58, Floyd-Camroden Road over Six Mile Creek, Town of Floyd.
- d. Herder Road CR66 Bank Stabilization adjacent to Fish Creek, Town of Vienna.
- e. Replacement of Structure C1B-20, Mohawk Street over Roberts Creek, Town of New Hartford.
- f. Replacement of Stokes-Lee Center Road Culverts (2 Locations), various drainages, Town of Lee.

**Note:** Group 1 Projects are currently under design and are anticipated to be Advertised for Bids February 2022.  
Group 2 Projects are scheduled to begin design February 2022 and Advertised for Bids June 2022.

Oneida County will award Group 1 and Group 2 Projects individually.



## **Appendix G**

### **CONSTRUCTION INSPECTOR REQUIREMENTS**

The Chief Inspector shall possess NICET Level III or Level IV Certification in Transportation / Highway Construction. In lieu of NICET Certification, proof of equivalent training and/or experience may be considered.

The Chief Inspector shall have at least 5 years of civil or highway construction inspection experience and knowledge of construction materials and methods. He/She must have the ability to (a) maintain field and office records, (b) to perform complex quantity and engineering computations, (c) read and interpret plans and specifications, and (d) deal with people.

The Chief Inspector must have a thorough knowledge and understanding of the New York State Department of Transportation Standard Specifications Construction and Materials Manual and the New York State Department of Transportation Manual for Uniform Record Keeping (MURK).

### **CONSTRUCTION INSPECTION SCOPE OF WORK**

The general scope of services for all Oneida County construction projects shall be as outlined below. Individual projects may require deviation from these basic services. Oneida County will discuss project specific requirements with the inspector prior to construction.

1. In accordance with this contract, the inspector will:
  - a. Keep a daily diary and digital photo log of all events pertinent to the progression of the project.
  - b. Verify that materials utilized are as specified in the contract documents.
  - c. Assure the project is built to the lines, grades and in accordance with the approved plans and specifications.
  - d. Document quantities in a manner sufficient to recommend payment for work completed.
  - e. Review and make recommendation of Contractor's requests for payment.
  - f. Keep County Liaison informed of progression of work.
2. Following bid opening and award of a project, Oneida County will forward bid results, plans and specifications to the inspector.
3. The Consultants Project Manager or Chief Inspector will arrange for and conduct a preconstruction meeting. The Project Manager will compile and distribute meeting minutes to all attendees. Contractor will provide project schedule, intended start date and a schedule of values to all attendees.
4. The project designer will review and approve all shop drawings. Upon approval, copies will be made available to the inspector.
5. The inspector will keep a project specific daily diary. The diary will describe the progress of work, size of work force, equipment being used, weather conditions, and any specific problems encountered. Diaries will be forwarded to the County weekly, regardless of quantity of work performed. Digital photos will document progression of work and upon project completion, photos will be assembled on CD-ROM and a copy will be provided to the County.

6. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.
7. The inspector will take measurements, obtain a copy of delivery tickets, and record all pertinent information necessary to verify and recommend contractors payment requests.
8. The inspector will monitor construction activities and inform the County of the projects progression. The inspector will make recommendations to the County for any minor changes requested by the Contractor. The inspector will confer with the project designer regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.
9. The inspector will maintain a set of record drawings during construction. Upon project completion the inspector will forward marked up drawings to the County. The County will forward marked up drawings to the project designer to generate record plans.
10. The inspector will develop a punch list upon substantial completion of the project. The inspector will coordinate a meeting between the Contractor and the County to review the punch list.
11. The inspector will review Contractor requests for payment and forward recommendation to the County for processing. All requests for payment will be processed within two weeks after receipt, provided all information supplied is accurate and thorough.
12. The inspector will invoice the County monthly for services rendered, based upon 2020 billing rates submitted. Personnel billing rates shall be submitted for the 2020 calendar year and shall be marked "Appendix B". In the event that projects continue into 2021 the Consultant has the option to perform work under the 2020 billing rate or submit revised billing rates for consideration.

## Appendix H

For the purpose of equal evaluation of proposals submitted, the proposer shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines. Final Consultant compensation will be based on actual number of hours committed to each individual project.

- A. Resident Engineer / Chief Inspector
- B. Project Manager
- C. Administrative Assistant

Construction documents were prepared by various designers and will be bid under several packages at various times through 2022. Projects may be awarded to a single or multiple Contractors.

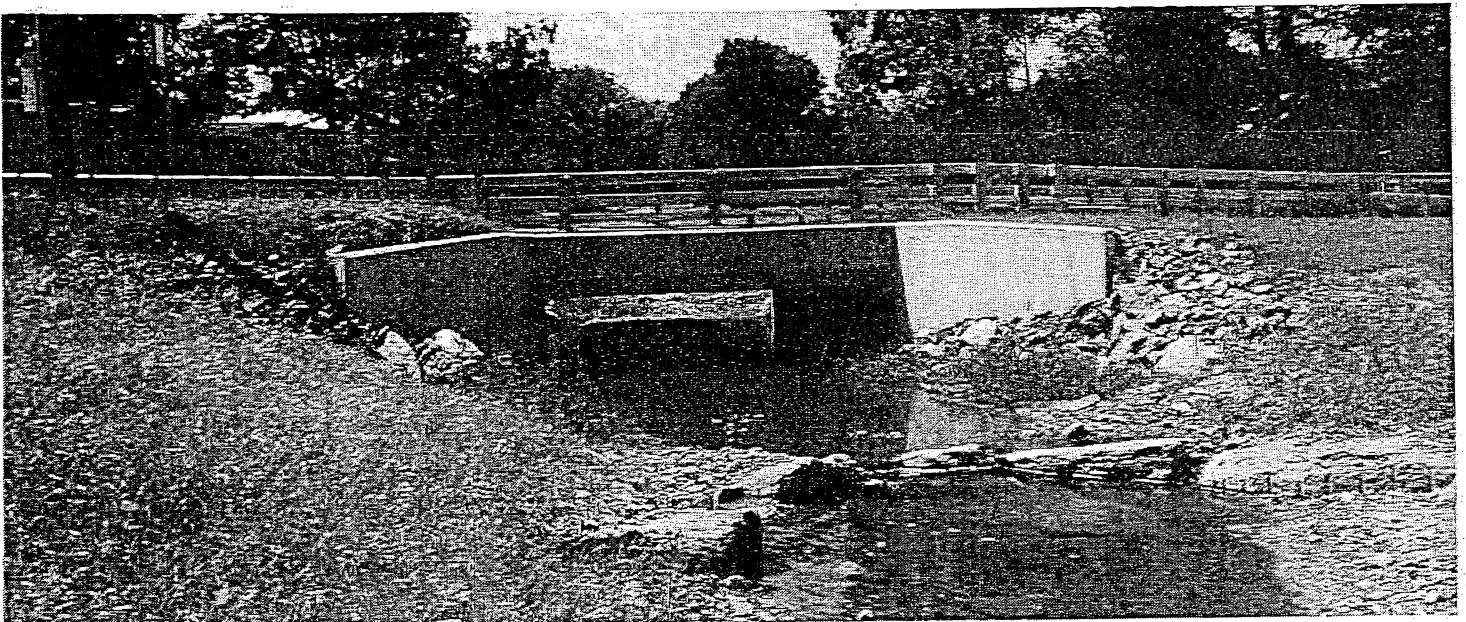
<b>1. Group 1 Projects as indicated in Appendix F</b>				
Estimated hours of construction inspection and supervision effort to complete all projects based on a 72-week timeline.				
A. 2880 hours @		/hour =	\$	Straight Time
A. 720 Hours @		/hour =	\$	Overtime
B. 720 Hours @		/hour =	\$	Straight Time
C. 360 Hours @		/hour =	\$	Straight Time
		<b>Total</b>	\$	

<b>2. Group 2 Projects as indicated in Appendix F</b>				
Estimated hours of construction inspection and supervision effort to complete all projects based on a 44-week timeline.				
A. 1760 hours @		/hour =	\$	Straight Time
A. 440 Hours @		/hour =	\$	Overtime
B. 440 Hours @		/hour =	\$	Straight Time
C. 220 Hours @		/hour =	\$	Straight Time
		<b>Total</b>	\$	



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**ONEIDA COUNTY DPW**  
*Highway, Bridge, and Structure  
Rehabilitation/Replacement Projects  
Construction Inspection Services*



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Mr. Nicholas DiGennaro, PE, CFM  
Deputy Commissioner  
Oneida County DPW  
5999 Judd Road  
Oriskany, NY 13424

**Re: Highway, Bridge, &  
Structure Rehabilitation/  
Replacement Projects  
Construction Inspection  
Services**

**MARCH 10, 2022**

Dear Mr. DiGennaro:

Thank you for this opportunity to offer our qualifications in response to the Oneida County Department of Public Works (OCDPW) Request for Proposals for Highway, Bridge, and Structure Rehabilitation/ Replacement Projects Construction Inspection Services. We have structured this submittal to respond directly to the information requested and have transmitted it via e-mail in PDF format as specified in the RFP.

Based on our review of the information provided and our extensive experience with Oneida County, we are confident that **Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta)** will provide exactly what the OCDPW is looking for - a knowledgeable, experienced, and competent inspection team that will meet and exceed all stated objectives.

**Delta**, an ISO 9001:2015 certified company, has offered an array of professional engineering and construction services to assist our municipal project partners since our establishment in 1976. Our firm employs 123 employees at five offices located in nearby Vernon, NY, Syracuse, NY, Endwell, NY (headquarters), Schenectady, NY, and Chevy Chase, MD.

Delta has provided services for many locally-funded bridge projects and, in doing so, has established excellent working relationships with our local project partners.

Our Vernon, NY office is located less than 30 minutes from the location of the majority of the Oneida County projects identified on the project experience table provided. This proximity will allow our Project Manager and inspector(s) to be on site quickly and efficiently.

Our project manager for will be **Mr. Daniel L. Faldzinski, PE**, who is the **Director of Civil Engineering Services** for our **Vernon** office. He can be reached at [dfaldzinski@delta-eas.com](mailto:dfaldzinski@delta-eas.com) or at (315) 953-4200.

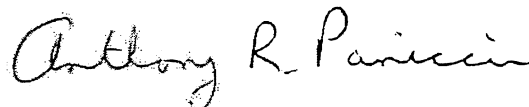
Delta does not cite any current or anticipated obligations that may affect our performance or use of identified personnel proposed for this project. Our current workload is well within historic norms and would easily accommodate the inspection services needed by Oneida County.

We believe that our team of qualified specialists will provide the experience and depth of knowledge to provide excellent construction inspection services. We strive to be a **"seamless extension of our clients' organizations"** and look forward to the opportunity to serve Oneida County on this project.

We look forward to the opportunity to work with you. If you have questions or would like additional company background, please feel free to contact me directly at 607-231-6610.

Respectfully,

**DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECTS, DPC**



Anthony R. Panicia, PE, JD  
President & CEO

**Delta** will self perform all project requirements since there are no specific MBE/WBE/SDVOB requirements stated in the RFP.

In the event that the scope of work requires the addition of subconsultant participation, **Delta** will be responsible for the coordination of services and the supervision of all inspectors and subconsultants.

**Appendix A  
Non-Collusion Certification**

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1) Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:

(a) Non-Collusive Bidding Certification. 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 their 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.

2) 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.

3) 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).

4) 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.

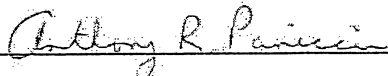
This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

**Submitted By**

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC  
(Legal Name of Person, Firm or Corporation)

Name: Anthony R. Paniccia, PE, JD

Title: President & CEO

Signature: 

Date: 3/10/2022

(SIGN AND RETURN WITH PROPOSAL)



**Appendix B  
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:

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC  
(Legal Name of Person, Firm or Corporation)

Name: Anthony R. Paniccia, PE, JD

Title: President & CEO

Signature *Anthony R. Paniccia*

Date: 3/10/2022

**Appendix C**

**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 No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.*

**REGULATORY COMPLIANCE**

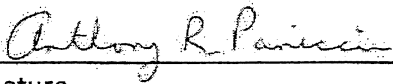
- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules, and regulations as some may from time to time be amended pursuant to law.
  
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively 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."

Anthony R. Paniccia, PE, JD

Name (Print)



Signature

President & CEO

Title

3/10/2022

Date

**SIGN AND RETURN WITH PROPOSAL**

**Appendix D**

**Statement on Sexual Harassment in Accordance with New York State Law**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Anthony R. Paniccia, PE, JD

President & CEO

Name (Print)

Title

*Anthony R. Paniccia*

3/10/2022

Signature

Date

**SIGN AND RETURN WITH PROPOSAL**

## Appendix H

For the purpose of equal evaluation of proposals submitted, the proposer shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines. Final Consultant compensation will be based on actual number of hours committed to each individual project.

- A. Resident Engineer / Chief Inspector
- B. Project Manager
- C. Administrative Assistant

Construction documents were prepared by various designers and will be bid under several packages at various times through 2022. Projects may be awarded to a single or multiple Contractors.

<b>1. Group 1 Projects as indicated in Appendix F</b>				
Estimated hours of construction inspection and supervision effort to complete all projects based on a 72-week timeline.				
A. 2880 hours @	\$75	/hour =	\$ 216,000	Straight Time
A. 720 Hours @	\$65	/hour =	\$ 46,800	Overtime
B. 720 Hours @	\$120	/hour =	\$ 86,400	Straight Time
C. 360 Hours @	\$40	/hour =	\$ 14,400	Straight Time
		Total	\$ 363,600	

<b>2. Group 2 Projects as indicated in Appendix F</b>				
Estimated hours of construction inspection and supervision effort to complete all projects based on a 44-week timeline.				
A. 1760 hours @	\$75	/hour =	\$ \$132,000	Straight Time
A. 440 Hours @	\$65	/hour =	\$ 28,600	Overtime
B. 440 Hours @	\$120	/hour =	\$ 52,800	Straight Time
C. 220 Hours @	\$40	/hour =	\$ 8,800	Straight Time
		Total	\$ 222,200	

# 2022 RATE SCHEDULE

Effective Thru: 12/31/22



## LABOR

TITLE	HOURLY RATE
PRINCIPAL	\$200
SENIOR PROJECT MANAGER	\$185
PROJECT MANAGER	\$160
PROFESSIONAL LAND SURVEYOR	\$140
SENIOR PROJECT ARCHITECT/ENGINEER	\$140
PROJECT ARCHITECT/ENGINEER	\$115
SENIOR ARCHITECT/ENGINEER	\$105
INTERIOR DESIGNER	\$100
ARCHITECT/ENGINEER	\$95
ASSISTANT ARCHITECT/ENGINEER	\$85
SENIOR TECHNICIAN	\$80
TECHNICIAN	\$65
ASSISTANT TECHNICIAN	\$45
ADMINISTRATIVE ASSISTANT	\$65
SENIOR ENVIRONMENTAL SCIENTIST	\$135
ENVIRONMENTAL SCIENTIST	\$85
INDUSTRIAL HYGIENIST	\$65
PARTY CHIEF	\$100
SURVEY TECHNICIAN	\$80
CONSTRUCTION SUPERVISOR	\$145
LEVEL 4 INSPECTOR	\$125
LEVEL 3 INSPECTOR	\$115
LEVEL 2 INSPECTOR	\$85

## REIMBURSABLE EXPENSES

ITEM	BILLING RATE
MILEAGE	AT IRS RATE
MEALS/LODGING	AT COST
PRINTS (ANY SIZE)	\$ 0.25/Square Foot
VELLUM	\$ 0.50/Square Foot
MYLAR	\$ 0.75/Square Foot
PHOTOCOPIES	\$ 0.10/Sheet
OVERNIGHT SHIPPING (UPS, FEDERAL EXPRESS, ETC.)	AT COST
SUBCONTRACT SERVICES	COST + 10%
HIGH DEFINITION LASER SCANNER	\$500/Day; \$250/Half Day
CONSUMABLE INSPECTION / FIELD SUPPLIES	AT COST

**Delta** understands that the scope of work is to provide construction inspection services for the two groups of projects.

This group of projects are to begin in **Spring of 2022** and completed by the **Fall of 2023**:

1. Guiderail and Bridge Rail Replacements, Various locations.
2. Replacement of Structure C2-7, Summit Road over Sauquoit Creek, Town of Paris.
3. Replacement of Structure C2-58, Floyd-Camroden Road over Hurlbut Glen Brook, Town of Floyd.
4. Replacement of Structure C1A-58, Floyd-Camroden Road over Slate Creek, Town of Floyd.
5. Replacement of Structure C6A-32, Valley Road over Niemer Brook, Town of Whitestown.
6. Replacement of Structure C6A-53, Stokes-Westernville Road over Branch Mohawk River, Town of Western.

This second group of projects are to begin sometime after the **Summer (July) of 2022** and to be completed in the **Fall of 2023**:

1. Replacement of Structure C1-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
2. Replacement of Structure C1B-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
3. Replacement of Structure C1B-58, Floyd-Camroden Road over Six Mile Creek, Town of Floyd.
4. Herder Road CR66 Bank Stabilization adjacent to Fish Creek, Town of Vienna.
5. Replacement of Structure C1B-20, Mohawk Street over Roberts Creek, Town of New Hartford.
6. Replacement of Stokes-Lee Center Road Culverts (2 Locations), various drainages, Town of Lee.

We Acknowledge that Oneida County requires a Professional Engineer on staff on staff, who will be responsible for the coordination of services and the supervision of all inspectors. We have included resumes and NYS Professional License information for **Daniel L. Faldzinski, PE**.

**Delta** will not utilize subconsultants for this project in the event that the scope of work requires the addition of subconsultant participation.

**Delta** will be responsible for the coordination of services and the supervision of all inspectors and subconsultants

**Delta** has selected **Daniel L. Faldzinski, PE** as the Engineer-in-Charge to oversee all the construction inspection activities. We acknowledge that the inspector must possess a minimum of 5 years of civil or highway construction inspection experience, along with knowledge of construction materials and methods. Dan has provided construction inspection oversight for municipal projects for various sizes and types, and as a result, is familiar with the New York State Department of Transportation Standard Specifications Construction and Materials Manual and the New York State Department of Transportation Manual for Uniform Record Keeping. He has the ability to maintain office records, perform complex quantity computations, read and interpret plans and specifications, as well as work effectively with other people.

**Delta** understands that the selected inspector will document the progress of the projects daily, verify that the correct materials are utilized, verify that the project is constructed according to the approved specifications, record the quantities used for reimbursement, review and make recommendations of the contractor's requests for payment, and keep the County Liaison informed of the progression of the work.

As the Chief Inspector, Dan will conduct a preconstruction meeting and the project manager will compile and distribute meeting minutes. Oneida County will forward bid results, plans and specifications to the inspector of the selected firm. The contractor will provide the schedule and the project designer will review and approve the shop drawings.

**Delta** places significant emphasis on our project management approach. Our selected project manager will ensure that the construction is completed in accordance to the plans and specifications, identify any additional work that may be required and provide a letter of recommendation

detailing such, prepare change orders to the construction contract for review and approval by the county, advise the county of changes needed to the construction drawings, maintain a log of the reasons for the implementation of changes, provide any field testing and approval of materials, and handle communications with the construction contractor.

The estimated construction timeframe from the referenced projects is spring 2022 through summer 2023. With our current workload well within historic norms and our close proximity to Oneida County, **Delta** finds this timeframe reasonable.



## **DANIEL L. FALDZINSKI, PE**

*Project Manager*

*Experience: 26 years total, 6 with Delta*

*Education: Clarkson University, BS, Civil/Environmental Engineering, 1996*

Mr. Faldzinski is the Director of Civil Engineering Services at Delta in Vernon. Dan is a seasoned civil engineer with over 26 years of wide-ranging experience in the areas of site planning and design, including grading and earthwork, roadway and pavement design, and water supply, pumping, and treatment design. He is also involved with wastewater conveyance, pumping stations, and on-site treatment solutions along with stormwater management and SWPPP development including erosion and sediment control designs. Dan develops and oversees engineering design for floodplain management, streambank restoration and rehabilitation (including hydraulic modeling using HEC RAS). Dan's versatility extends to survey stakeout calculations, basic topographic surveys and mapping, construction inspections, and site plan application reviews making him a highly valuable leader in our Civil Group. He has also led the development of innovative stormwater retention, detention, and infiltration solutions that are grounded in NYSDEC-compliant green infrastructure practices.

### **RELEVANT PROJECT EXPERIENCE**

#### **ONEIDA COUNTY HAMILTON COLLEGE CAMPUS ROAD CR77 RECONSTRUCTION**

##### *Senior Civil Engineer*

This \$0.630 million project consisted of the reconstruction and widening of Campus Road (CR 77) on the Hamilton College campus in the Town of Kirkland in Oneida County, NY. The reconstruction included removal of deteriorated concrete paving and curbing, replacement with new granite curbing, the full depth restoration using asphalt pavement, new drainage inlets, ADA-compliant curb ramps and crosswalks, the relocation of pedestrian scale lighting, and the installation of Stormwater treatment measures.

*Project Owner: Oneida County Department of Public Works*

#### **CITY OF ROME LIBERTY & GEORGE STREET PARKING GARAGE DEMOLITION**

##### *Senior Civil Engineer*

Under the City of Rome's Downtown Revitalization Initiative (DRI) Grant through the Empire State Development funding, Delta was awarded the design and construction administration contract for the demolition for a 1970's era concrete parking garage constructed under an Urban Renewal initiative. The demolition is the first phase of implementing a long-term revitalization effort for the downtown area, and was partially completed as a landscaped public parking area with the remainder of the site available for development as residential and retail space. Delta provided engineering design services; a management plan for solid waste; asbestos and hazardous materials testing, abatement design, project monitoring services, and all aspects of construction administration.

*Project Owner: City of Rome, NY*

#### **CITY OF OSWEGO RIVERWALK WEST DR43348 INFRASTRUCTURE REPAIRS**

##### *Project Manager*

Maintenance of high lake levels through the implementation of Plan 2014 by the International Joint Commission (IJC), and in conjunction with extreme rainfall, a rapid snow melt in the spring of 2017, resulted in significantly higher water levels on Lake Ontario, causing widespread flooding. The flooding damaged much of the waterfront infrastructure and homes along the southern and eastern shores of Lake Ontario. The Federal Emergency Management Agency (FEMA) declared a state of emergency, and provided funding for repairs. During this long-term flooding event, the cities' premier riverfront public park sustained long-term damage. High water levels of the Oswego River also damaged sidewalks, stone revetment walls, and railings along the Riverwalk Park. Delta is currently designing repairs to the riverfront infrastructure, including sidewalks, retaining walls, ornamental railings, stairs, and also stabilization of compromised embankments.

*Project Owner: City of Oswego, NY*

### **LICENSES/CERTIFICATIONS**

**Professional Engineer: NY**





## **TODD M. KOGUT**

*Civil Engineer*

*Experience: 34 years total, 6 with Delta*

*Education: AS, Mohawk Valley Community College, Mechanical Drafting Technology, 1988*

Mr. Kogut is a Civil Engineer in the Delta Facilities Group and is based in our Vernon, NY office. Todd has over 34 years of engineering experience in the areas of site/civil, mechanical, and plumbing design for clients in the education, health care, municipal, and industrial sectors. Site/civil engineering is his primary focus, and his versatility includes site layout and grading design, utility coordination, wetland mitigation, SWPPP development, and sanitary/storm sewer design. He is also an expert designer of roads, parking areas, retaining walls, pedestrian amenities, and recreational facilities. Todd is capable of creating as-built documentation for complex plumbing and mechanical systems, existing facility demolition plans, and comprehensive site plans for large developments. He is also a seasoned construction inspector and has provided these services for municipalities and authorities throughout Central New York.

### **RELEVANT PROJECT EXPERIENCE**

#### **ONEIDA COUNTY REPLACEMENT OF STRUCTURE C1-46, DEANS HIGHWAY OVER DEANS CREEK, TOWN OF WESTMORELAND**

##### ***Construction Inspection***

Delta performed construction inspection on the existing bridge consisting of a 16 ft. span pre-stressed concrete slab bridge supported on concrete abutments. The roadway section was widened, a new concrete three-sided structure was placed on cast in place concrete spread footings-keyed into bedrock. New concrete wearing surface, new bridge rail, new approach rail, and a closed drainage system were installed.  
*Project Owner: Oneida County Department of Public Works*

#### **ONEIDA COUNTY REHABILITATION OF BIN 3311140, HAMILTON AVENUE OVER TAYLOR CREEK, CITY OF SHERRILL**

##### ***Construction Inspection***

Delta is performing construction inspection on an existing bridge consisting of a 66 ft. span pre-stressed concrete beam bridge with a reinforced concrete deck. The existing concrete deck was removed along with the guiderails. The two outside beams were replaced and new improvements are approach slabs, concrete deck and guiderails. An existing gas main was attached to the outside existing beam that will have new supports.

*Project Owner: Oneida County Department of Public Works*

#### **ONEIDA COUNTY REPLACEMENT OF CULVERT, FLOYD-STEUBEN ROAD (CR-74) OVER DRY CREEK, TOWN OF FLOYD**

##### ***Construction Inspection***

Delta is performing construction inspection on an existing culvert replacement. A ten (10) foot diameter corrugated metal pipe at the end of its service life was being replaced by a three-sided precast concrete box. The new box was set on extended concrete foundations and precast wingwalls were installed up and downstream of the box. Stacked stone retaining walls were reconstructed on the inlet side and new retaining walls on the outlet side. New guide rail installed and asphalt paving to complete the project.

*Project Owner: Oneida County Department of Public Works*



## **JASON M. SWISTAK**

*Senior Technician*

*Experience: 4 years total, 4 with Delta*

*Education: Mohawk Valley Community College, Civil Engineering Technology*

Mr. Swistak is a Civil Engineering Senior Technician in the Delta Facilities Group. Jason has a broad base of design technician expertise that makes him a versatile member of any project team. His background includes experience executing design for general site/civil and grading layouts, sanitary and storm sewer projects, road and parking lot assignments, and utility coordination. He is well-versed in the development of storm water pollution protection plans (SWPPP) and related inspections as well as a seasoned NYSDOT Construction Inspector. Jason also holds certification as a CPESC (Certified Professional in Erosion & Sediment Control) and has several technician certifications related to work in the concrete industry.

### **RELEVANT PROJECT EXPERIENCE**

#### **ONEIDA COUNTY REPLACEMENT OF STRUCTURE C1-12, NORTH ROAD OVER TRIBUTARY OF SCONONDOA CREEK CONSTRUCTION PROJECT**

##### ***Construction Inspection***

Delta performed construction inspection on the existing 6 foot span x 4 foot lin. rise x 80 foot long multiplate pipe arch. The new precast concrete box culvert was placed on undisturbed earth, installed new precast concrete cut-off walls and installed precast concrete wing-walls. New concrete wearing surface, new bridge rail, new approach rail and a closed drainage system will be installed. The new structure is located approximately 100 feet north of the existing pipe arch. The Town of Augusta is constructing a new stream channel to meet the new alignment. Following the completion of the new stream channel, the old structure will be removed and the site restored.

*Project Owner: Oneida County Department of Public Works*

#### **ONEIDA COUNTY CULVERT REPLACEMENT, KNOXBORO ROAD (CR-11) OVER SCONONDOA CREEK, TOWN OF KNOXBORO**

##### ***Construction Inspection***

Delta performed construction inspection on the replacement of an existing 16 ft. span x 10 ft.-lin. rise x 54 ft. long multiplate pipe arch. The new precast concrete box culvert was placed on undisturbed earth, installed new precast concrete cut-off walls and installed precast concrete wing-walls. New asphalt wearing surface, new bridge rail, new approach rail, and additional guide rail was installed.

*Project Owner: Oneida County Department of Public Works*

#### **ONEIDA COUNTY REPLACEMENT OF STRUCTURE, BIN 3310480, WEST LEYDEN ROAD (CR-65) OVER MOOSE CREEK, TOWN OF BOONVILLE**

##### ***Construction Inspection***

Delta performed construction inspection on the replacement of an existing 25 ft. x 29 ft. span bridge steel deck bridge. New abutments were poured along footers and wing-walls, pre-stressed concrete beams with concrete superstructure and bridge rail were installed. The bridge was widened, lengthened, and the existing road aligned and re-paved.

*Project Owner: Oneida County Department of Public Works*

### **LICENSES/CERTIFICATIONS**

**Concrete Plant Testing Technician: NY**

**Certified Professional in Erosion & Sediment Control: NY**

**Certified QC/QA Technician for Hot Mix Asphalt: NY**

**ACI Concrete Field Testing Technician - Grade I: NY**

**DELTA**  
ENGINEERS, ARCHITECTS & SURVEYORS



## **MICHAEL D. SISTI, EIT**

*Construction Inspector*

*Experience: 4 years total, 3 with Delta*

*Education: Mohawk Valley Community College, AAS, Civil Engineering Technology  
University of Vermont, BS, Environmental Engineering  
Utica College, MS, Education*

Mr. Sisti is a Construction Inspector in the Delta Vernon Civil Group. Mike has provided construction support for a wide variety of projects. Mike's professional background includes transportation planning work, as well as construction inspection work and construction management/administration. Mike has provided construction support for a wide variety of projects. Mike's typical project responsibilities include inspection, supervision, and management of construction projects. He also assists project engineers with various design-related tasks as needed.

### **RELEVANT PROJECT EXPERIENCE**

#### **WRIGHTS LANDING MARINA AND INT. MARINA**

##### *Construction Inspector*

The City of Oswego owns and operates two marinas on the Lake Ontario Waterfront, both damaged by abnormally high lake levels and extended flooding in 2017 and 2019. Restoration and repairs to the Wrights Landing Marina include asphalt and concrete surfaces, replacement of the subsurface electric and telecommunications systems, and general improvements to site drainage structures. International Marina features an historic timber pier with subsurface damage caused by high water levels and wave action, resulting in areas of subsidence on the pier surfaces. Restoration and repairs for this site include installation of steel sheet piles along the remaining wood-faced pier wall, restoration of subsided surfaces, and repairs to eroded areas.

*Project Owner: City of Oswego, NY*

#### **HUTCHINGS PSYCHIATRIC CENTER CAMPUS SITE IMPROVEMENTS**

##### *Construction Inspector*

Delta performed design and construction phase services for this site improvement project. Delta provided topographic and boundary surveys, subsurface utility investigation services, and utility services including CCTV inspection of storm and sanitary sewers, cleaning and inspection of manhole/catch basins. This project is scheduled to be completed in October of 2021.

*Project Owner: New York State Office of Mental Health*

#### **BREITBECK PARK SLOPE STABILIZATION PROJECT**

##### *Construction Inspector*

Delta performed construction inspection for a FEMA funded project to reconstruct a stabilized slope for the City of Oswego's Park. The Park is adjacent to Lake Ontario, due to abnormally high lake levels and wave action the existing rip-rap fell into the Lake. Approximately sixteen hundred (1600) linear foot of shoreline was reconstructed out of extra heavy stone filling that was stacked several courses high, pinned, and geogrid used to stabilize the slope. At the top of the newly armored slope an asphalt walking trail was reconstruct and landscaping added to restore the Park to the existing conditions.

*Project Owner: City of Oswego, NY*

### **LICENSES/CERTIFICATIONS**

**Engineer in Training: NY**

Delta has extensive experience providing services to the Oneida County Department of Public Works. The following matrix provides a representative sample of our project experience, illustrating our collective ability to seamlessly meet the needs of Oneida County for the entirety of this project. We encourage you to contact our listed contacts in reference to our capabilities and our ability to adhere to a project schedule.

PROJECT NAME	CLIENT	CONTACT INFORMATION	COMPLETED
Oneida County Replacement of BIN 3310480, West Leyden Road (CR-65) over Moose Creek, Town of Boonville	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2021
Oneida County Culvert Replacement, Knoxboro Road (CR-11) over Sconondoa Creek, Town of Knoxboro	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2021
Oneida County Rehabilitation of BIN 3310410, Glenmore Road over Florence Creek, Town of Annsville	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2021
Oneida County Replacement of Structure C1-12, North Road over Tributary of Sconondoa Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2021
Oneida County Replacement of Structure C1-46 Deans Highway over Deans Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2020
Oneida County Replacement of Structure C6-67A Empeyville Road Culvert over Cobb Brook	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2020
Oneida County Superstructure Replacement of BIN 3311280 Dwyer Road over Stony Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2019
Oneida County Replacement of BIN 3311150 Williams Street over Sconondoa Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2019
Replacement of C1-5A Donley Road over Branch Unadilla River	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2017
Replacement of Hawkinsville Road Bridge (BIN 3310470) over Cummings Creek	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2017
South Court Street over Clockville Creek Bridge Replacement	Madison County Highway Department	Joseph F. Wisinski Highway Superintendent 315-366-2221	2017
Oneida County Rehabilitation of Culvert, 12+96 Randel Road (CR-48)	Oneida County Department of Public Works	Timothy Decker Assistant Engineer 315-793-6228	2016

Client#: 48384

DELTAENG

### ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	<b>CONTACT NAME:</b> Rebecca Egan														
	<b>PHONE (A/C, No, Ext):</b> 770-670-5355 <b>FAX (A/C, No):</b>														
	<b>E-MAIL ADDRESS:</b> ACECcertificates@greyling.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER B : Hartford Casualty Ins. Co.</td> <td>29424</td> </tr> <tr> <td>INSURER C : Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER D : CNA Insurance Companies</td> <td>35289</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Company	11000	INSURER B : Hartford Casualty Ins. Co.	29424	INSURER C : Hartford Fire Insurance Co.	19682	INSURER D : CNA Insurance Companies	35289	INSURER E :		INSURER F :	
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INSURER F :															
<b>INSURED</b> Delta Engineers, Architects & Land Surveyors, & Landscape Architects, DPC 860 Hooper Road Endwell, NY 13760															

COVERAGES      CERTIFICATE NUMBER: 21-22      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		20SBWKJ0894	11/01/2021	11/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		20UEGZV3349	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> QED <input checked="" type="checkbox"/> RETENTION \$10,000		20XHGXU5623	11/01/2021	11/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N    N/A (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below.		20WBGAT0960	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Prof & Pollution Liability		AEH276183123	11/01/2021	11/01/2022	Per Claim \$2,000,000 11/01/2022 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Sample Certificate	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Workers' Compensation Board

### CERTIFICATE OF INSURANCE COVERAGE NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier**

<p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>Delta Engineers, Architects, Land Surveyors, &amp; Landscape Architects, DPC 860 Hooper Road Endwell NY 13760</p>	<p>1b. Business Telephone Number of Insured</p> <p>(607) 231-6657</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>16-1294009</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier</p> <p>Sun Life and Health Insurance Company (U.S.)</p> <p>3b. Policy Number of Entity Listed in Box 1a</p> <p>823999</p> <p>3c. Policy Effective Period</p> <p>01/01/2022 to 12/31/2022</p>

4. Policy provides the following benefits:

A. Both disability and Paid Family Leave benefits.

B. Disability benefits only.

C. Paid Family Leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of employer's employees:

\_\_\_\_\_

\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 03/09/2022 By Russell Cross  
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 800-247-6875 Name and Title Russell Cross Client Advocate Support

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)**

**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Numbers \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (12-21)

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name &amp; Address of Insured (Use street address only)</p> <p>Delta Engineers, Architects &amp; Land Surveyors, D.P.C. 860 Hooper Road Endwell, NY 13760</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 607 231-6600</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 161294009</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>For Proposal Purposes Only</p>	<p>3a. Name of Insurance Carrier Hartford Fire Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a" 20WBGAT0960</p> <p>3c. Policy effective period 11/01/2021 to 11/01/2022</p> <p>3d. The Proprietor, Partners or Executive Officers are  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Lorrie Osterhage  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Lorrie Osterhage* 10/29/2021  
(Signature) (Date)

Title: Broker

Telephone Number of authorized representative or licensed agent of insurance carrier: 770-552-4225

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

3/9/22, 11:17 AM

NYS Professions - Online Verifications



Office of the Professions

### Verification Searches

The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

#### License Information \*

03/09/2022

**Name :** FALDZINSKI DANIEL LEE  
**Address :** SHERRILL NY  
**Profession :** PROFESSIONAL ENGINEERING  
**License No:** 081299  
**Date of Licensure :** 09/23/2003  
**Additional Qualification :**  
**Status :** REGISTERED  
**Registered through last day of :** 04/24

\* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

- Use your browser's back key to return to licensee list.
- You may [search](#) to see if there has been recent disciplinary action against this licensee.
- Note: The Board of Regents does not discipline *physicians(medicine)*, *physician assistants*, or *specialist assistants*. The status of individuals in these professions may be impacted by information provided by the NYS Department of Health. To search for the latest discipline actions against individuals in these professions, please check the New York State Department of Health's [Office of Professional Medical Conduct](#) homepage.







Contract No. #####  
 Project No. PIN #####  
 Change Order No. 1  
 Effective Date Month, Day, Year

**CHANGE ORDER**

This Change Order modifies the Agreement entered into the X day of Month, Year, between Oneida County ("COUNTY") and Delta Engineers, Architects, & Land Surveyors, D.P.C. ("CONSULTANT") as follows:

1. **Change in Services:**
  - 1.1. CONSULTANT shall provide additional construction inspection services as defined in Exhibit A, attached hereto and incorporated herein.
2. **Change in time of Performance** (attach schedule if appropriate):
  - 2.1. No Change.
3. **Change in CONSULTANT's Compensation:**
  - 3.1. CONSULTANT shall be compensated an additional fee in the amount of \$XXXXX.00 as defined in Exhibit A, attached hereto and incorporated herein.

All other terms and conditions, not inconsistent hereto, remain unchanged.

**COUNTY**

**CONSULTANT**

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

\_\_\_\_\_  
 Signature  
  
 Daniel L. Faldzinski, P.E.  
 Director of Vernon Civil Engineering  
 Services  
  
 \_\_\_\_\_  
 Date:

Approved

\_\_\_\_\_  
 Signature  
  
 Robert E. Pronteau  
 Assistant County Attorney



ONEIDA COUNTY  
DEPARTMENT OF PUBLIC WORKS  
George E. Carle Complex  
5999 Judd Road, Oriskany, NY 13424  
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.  
County Executive

MARK E. LARAMIE, P.E.  
Commissioner

March 28, 2022

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

FN 20 22-13X

## PUBLIC WORKS

Dear County Executive Picente,

## WAYS & MEANS

Oneida County was awarded funding through several sources including the New York State Department of Transportation PIT S&A Projects (NYSDOT), and the Dormitory Authority of the State of New York (DASNY) to assist with reconstruction of Middle Settlement Road in the Town of New Hartford. The County is now ready to initiate the project. New York State Department of Transportation has provided the enclosed Supplemental No. 1 to provide the updated funding and to extend the original end date. A summary of funding is as follows:

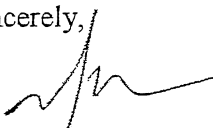
Source	Amount
NYSDOT Capital Assistance Grant	\$500,000.00
Dormitory Authority (DASNY) Grant	\$900,000.00
NYSDOT State Aid Suppl. #1	\$3,120,000.00
<b>TOTAL</b>	<b>\$4,520,000.00</b>

The total cost of the project is \$5,291,429.00, with the Capital Assistance and DASNY funds already committed by New York State. When the enclosed Supplemental Agreement No. 1 is fully executed Oneida County can be reimbursed up to \$3,120,000.00 in special state funds as eligible expenditures are made per Schedule A of the agreement. If approved, Oneida County's share of the project will be \$771,429.00.


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

Thank you for your continued support.

Sincerely,

  
Mark E. Laramie, P.E.  
Commissioner

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

  
Anthony J. Picente, Jr.  
County Executive

Date 3-31-22

Oneida County  
Department:

Public Works

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

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

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

Other  \_\_\_\_\_

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name of Proposing Organization:** New York State Department of Transportation  
207 Genesee Street  
Utica, NY 13501

**Title of Activity of Service:** Capital Project Agreement - Supplemental #1  
Reconstruct Middle Settlement Road

**Proposed Dates of Operation:** Start on Execution – 9/30/2025

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

**Summary Statements**

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

Oneida County was awarded funding through the New York State Department of Transportation PIT S&A Projects (NYSDOT), and the Dormitory Authority of the State of New York (DASNY) to assist with reconstruction of Middle Settlement Road in the Town of New Hartford. When the enclosed Supplemental Agreement No. 1 is fully executed, Oneida County can be reimbursed up to \$3,120,000.00 as eligible expenditures are made per Schedule A of the agreement.

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

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

**4) Funding**

<b>Account #:</b>	H-298
<b>Total Funding Requested:</b>	\$3,891,429.00
<b>Oneida County Dept. Funding Recommendation:</b>	\$3,891,429.00
<b>Proposed Funding Sources</b>	
<b>Federal:</b>	\$0.00
<b>State:</b>	\$3,120,000.00
<b>County:</b>	\$771,429.00
<b>Other:</b>	0.00

**Past Performance Data:** N/A

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

Sponsor: Oneida County  
PIN: 275427 BIN: \_\_\_\_\_  
Comptroller's Contract No. D035453  
Supplemental Agreement No. 1  
Date Prepared: 04/2022 By: JM  
Initials

Press F1 for instructions in the blank fields:

**SUPPLEMENTAL AGREEMENT No. 1 to D035453** (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

County of Oneida (the Sponsor)  
Acting by and through the Chairman, Board of Supervisors  
with its office at 800 Park Avenue, Utica, NY 13501.

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

Amends a previously adopted Schedule A by (*check as applicable*):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
  - adding additional funding (*check and enter the # phase(s) as applicable*):
    - adding phase .301 which covers eligible costs incurred on/after 3/1/2022
    - adding phase \_\_\_\_\_ which covers eligible costs incurred on/after  / /
  - increasing funding for a project phase(s)
  - adding a pin extension
  - change from Non-Marchiselli to Marchiselli
  - deleting/reducing funding for a project phase(s)
  - other (\_\_\_\_\_)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (*insert text below*):

Sponsor: Oneida County  
PIN: 275427 BIN: \_\_\_\_\_  
Comptroller's Contract No. D035453  
Supplemental Agreement No. 1  
Date Prepared: 04/2022 By: JM  
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR: \_\_\_\_\_ SPONSOR ATTORNEY: \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK

)ss.:

COUNTY OF Oneida

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

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

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

BY: \_\_\_\_\_  
For Commissioner of Transportation

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.

By: \_\_\_\_\_  
Assistant Attorney General

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

**COMPTROLLER'S APPROVAL:**

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law '112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.27**

<b>OSC Municipal Contract #:</b> D035453	<b>Contract Start Date:</b> 10/14/2016 <sub>(mm/dd/yyyy)</sub>	<b>Contract End Date:</b> 9/30/2025 <sub>(mm/dd/yyyy)</sub> <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
---------------------------------------------	----------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------

**Purpose:**  Original Standard Agreement  Supplemental Schedule A No. 1

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

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

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

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

**Work Type:** HWY REHAB **County (If different from Municipality):** \_\_\_\_\_

**Marchiselli Eligible**  Yes  No *(Check, if Project Description has changed from last Schedule A):*   
**Project Description:** Rehab/Re-Construction of Middle Settlement Rd(CR 30) between S.H. 5 and Clinton Street, Town of New Hartford

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

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

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

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYS DOT/State-Local Agreement – Schedule A

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
2754.27.101	Current	Other (see footnote)	\$540,000.00	\$0.00	\$540,000.00	\$0.00
	Old		\$402,000.00	\$0.00	\$402,000.00	\$0.00
2754.27.201	Current	Other (see footnote)	\$153,750.00	\$0.00	\$153,750.00	\$0.00
	Old		\$30,000.00	\$0.00	\$30,000.00	\$0.00
2754.27.301	Current	Other (see footnote)	\$2,426,250.00	\$0.00	\$2,426,250.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
2754.27.NPS	Current	100% Local	\$2,171,429.00	\$0.00	\$0.00	\$2,171,429.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$5,291,429.00	\$ 0.00	\$3,120,000.00	\$2,171,429.00

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

<b>D. Total Project Costs</b> All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$ 0.00	\$ 0.00	\$3,120,000.00	\$2,171,429.00	\$5,291,429.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2468</u>
----------------------------------------------------------------------------------------	--------------------------------------------------------------

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



**NYS DOT/State-Local Agreement – Schedule A**

**Footnotes:** (See [LPB's website](#) for link to sample footnotes)

- Funding for this D035453 is 100% PIT S & A Projects - \$3.120M
- Additional funding for PIN 2754.27.302 under D036395 - Senate 122, \$500k
- Total Project cost - \$5,791,429
- 100% State Funded, not Marchiselli eligible
- 
- 
- 
- 
- 
- 
-

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

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

### A1. Preliminary Engineering ("PE") Phase

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

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

## **A2. Right-of-Way (ROW) Incidentals**

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

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

## **B. Right-of-Way (ROW) Acquisition**

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

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

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

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, 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 \$25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 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 Part 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 clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

# APPENDIX B

## MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

### M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, \_\_\_\_\_, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at

\_\_\_\_\_  
(Insert project/service description)

#### **M/WBE/SDVOB**

#### **EEO**

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation 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, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://nv.newnvcntracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.nv.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

(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 workforce 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 Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization 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.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_

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

## APPENDIX B

\_\_\_\_\_ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # \_\_\_\_\_) are provided below.

### STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	12.00%	15.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	20.00%	9.00%	6.00%
CN: Construction	9.00%	13.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	6.00%	13.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: FY2021 M/WBE Goal Plan and FY2021 SDVOB Goal Plan. In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

**Pre-Advertisement:** As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

## APPENDIX B

**Pre-Award:** If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

**Post Award:** If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

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

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

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

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



# SAMPLE RESOLUTIONS

SAMPLE RESOLUTION BY MUNICIPALITY  
(Locally Administered Project)  
RESOLUTION NUMBER: \_\_\_\_\_

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the \_\_\_\_\_, P.I.N. \_\_\_\_\_ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of \_\_\_\_\_% Federal funds and \_\_\_\_\_% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of \_\_\_\_\_.

NOW, THEREFORE, the \_\_\_\_\_ Board, duly convened does hereby

RESOLVE, that the \_\_\_\_\_ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the \_\_\_\_\_ Board hereby authorizes the \_\_\_\_\_ of \_\_\_\_\_ to pay in the first instance 100% of the federal and non-federal share of the cost of \_\_\_\_\_ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \_\_\_\_\_ is hereby appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the \_\_\_\_\_ of \_\_\_\_\_ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the \_\_\_\_\_ thereof, and it is further

RESOLVED, that the \_\_\_\_\_ of the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the \_\_\_\_\_ of \_\_\_\_\_ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

SAMPLE RESOLUTION BY MUNICIPALITY  
(NYSDOT Administered Project)  
RESOLUTION NUMBER: \_\_\_\_\_

**Authorizing the implementation and funding of a State "Marchiselli" Program-aid eligible transportation federal-aid project, to fully fund the local share of federal- and state-aid eligible and ineligible project costs and appropriating funds therefore.**

WHEREAS, a Project for the \_\_\_\_\_, P.I.N. \_\_\_\_\_ (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of \_\_\_\_\_% Federal funds and \_\_\_\_\_% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of \_\_\_\_\_ work for the Project or portions thereof, with the federal share of such costs to be applied directly by the New York State Department of Transportation ("NYSDOT") pursuant to Agreement; and it is further

NOW, THEREFORE, the \_\_\_\_\_ Board, duly convened does hereby

RESOLVE, that the \_\_\_\_\_ Board hereby approves the Project; and it is hereby further

RESOLVED, that the \_\_\_\_\_ Board hereby authorizes the \_\_\_\_\_ of \_\_\_\_\_ to pay in the first instance the full non-federal share of the cost of \_\_\_\_\_ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \_\_\_\_\_ is hereby appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the non-federal share of the costs of the project exceed the amount appropriated above, the \_\_\_\_\_ of \_\_\_\_\_ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the \_\_\_\_\_ thereof, and it is further

RESOLVED, that the \_\_\_\_\_ of the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the \_\_\_\_\_ of \_\_\_\_\_ with NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.

Sponsor: Oneida County  
PIN: 275427 BIN: \_\_\_\_\_  
Comptroller's Contract No. D035453  
Supplemental Agreement No. 1  
Date Prepared: 04/2022 By: JM  
Initials

Press F1 for instructions in the blank fields:

**SUPPLEMENTAL AGREEMENT No. 1 to D035453** (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

County of Oneida (the Sponsor)  
Acting by and through the Chairman, Board of Supervisors  
with its office at 800 Park Avenue, Utica, NY 13501.

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

Amends a previously adopted Schedule A by (*check as applicable*):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
  - adding additional funding (*check and enter the # phase(s) as applicable*):
    - adding phase .301 which covers eligible costs incurred on/after 3/1/2022
    - adding phase \_\_\_\_\_ which covers eligible costs incurred on/after  / /
  - increasing funding for a project phase(s)
  - adding a pin extension
  - change from Non-Marchiselli to Marchiselli
  - deleting/reducing funding for a project phase(s)
  - other (\_\_\_\_\_)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (*insert text below*):

Sponsor: Oneida County  
PIN: 275427 BIN: \_\_\_\_\_  
Comptroller's Contract No. D035453  
Supplemental Agreement No. 1  
Date Prepared: 04/2022 By: JM  
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

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

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

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

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

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

STATE OF NEW YORK

)ss.:

COUNTY OF Oneida

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

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

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

BY: \_\_\_\_\_  
For Commissioner of Transportation

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.

By: \_\_\_\_\_  
Assistant Attorney General

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

**COMPTROLLER'S APPROVAL:**

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law '112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.27**

<b>OSC Municipal Contract #:</b> D035453	<b>Contract Start Date:</b> <u>10/14/2016</u> (mm/dd/yyyy)	<b>Contract End Date:</b> <u>9/30/2025</u> (mm/dd/yyyy) <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
---------------------------------------------	------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------

**Purpose:**  Original Standard Agreement  Supplemental Schedule A No. 1

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

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

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

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

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

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

**Project Description:** Rehab/Re-Construction of Middle Settlement Rd(CR 30) between S.H. 5 and Clinton Street, Town of New Hartford

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

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

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

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**NYSDOT/State-Local Agreement – Schedule A**

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
2754.27.101	Current	Other (see footnote)	\$540,000.00	\$0.00	\$540,000.00	\$0.00
	Old		\$402,000.00	\$0.00	\$402,000.00	\$0.00
2754.27.201	Current	Other (see footnote)	\$153,750.00	\$0.00	\$153,750.00	\$0.00
	Old		\$30,000.00	\$0.00	\$30,000.00	\$0.00
2754.27.301	Current	Other (see footnote)	\$2,426,250.00	\$0.00	\$2,426,250.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
2754.27.NPS	Current	100% Local	\$2,171,429.00	\$0.00	\$0.00	\$2,171,429.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$5,291,429.00	\$ 0.00	\$3,120,000.00	\$2,171,429.00

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

**D. Total Project Costs** All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$ 0.00	\$ 0.00	\$3,120,000.00	\$2,171,429.00	\$5,291,429.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2468</u>
----------------------------------------------------------------------------------------	--------------------------------------------------------------

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

**NYS DOT/State-Local Agreement – Schedule A**

**Footnotes:** (See LPB's website for link to sample footnotes)

- Funding for this D035453 is 100% PIT S & A Projects - \$3.120M
- Additional funding for PIN 2754.27.302 under D036395 - Senate 122, \$500k
- Total Project cost - \$5,791,429
- 100% State Funded, not Marchiselli eligible
- 
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## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

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

### A1. Preliminary Engineering ("PE") Phase

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

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

## **A2. Right-of-Way (ROW) Incidentals**

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

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

### **B. Right-of-Way (ROW) Acquisition**

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

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

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

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, 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 \$25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 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 Part 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 clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) ) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

# APPENDIX B

## MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

### M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, \_\_\_\_\_, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at

\_\_\_\_\_  
(Insert project/service description)

#### **M/WBE/SDVOB**

#### **EEO**

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation 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, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://nv.newnvcntracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.nv.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

(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 workforce 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 Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization 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.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_

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

## APPENDIX B

\_\_\_\_\_ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # \_\_\_\_\_) are provided below.

### STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	12.00%	15.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	20.00%	9.00%	6.00%
CN: Construction	9.00%	13.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	6.00%	13.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: FY2021 M/WBE Goal Plan and FY2021 SDVOB Goal Plan. In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

**Pre-Advertisement:** As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

## APPENDIX B

**Pre-Award:** If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

**Post Award:** If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

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

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

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

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

# SAMPLE RESOLUTIONS



SAMPLE RESOLUTION BY MUNICIPALITY  
(Locally Administered Project)  
RESOLUTION NUMBER: \_\_\_\_\_

**Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.**

WHEREAS, a Project for the \_\_\_\_\_, P.I.N. \_\_\_\_\_ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of \_\_\_\_\_% Federal funds and \_\_\_\_\_% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of \_\_\_\_\_.

NOW, THEREFORE, the \_\_\_\_\_ Board, duly convened does hereby

RESOLVE, that the \_\_\_\_\_ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the \_\_\_\_\_ Board hereby authorizes the \_\_\_\_\_ of \_\_\_\_\_ to pay in the first instance 100% of the federal and non-federal share of the cost of \_\_\_\_\_ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \_\_\_\_\_ is hereby appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the \_\_\_\_\_ of \_\_\_\_\_ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the \_\_\_\_\_ thereof, and it is further

RESOLVED, that the \_\_\_\_\_ of the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the \_\_\_\_\_ of \_\_\_\_\_ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

SAMPLE RESOLUTION BY MUNICIPALITY  
(NYSDOT Administered Project)  
RESOLUTION NUMBER: \_\_\_\_\_

Authorizing the implementation and funding of a State "Marchiselli" Program-aid eligible transportation federal-aid project, to fully fund the local share of federal- and state-aid eligible and ineligible project costs and appropriating funds therefore.

WHEREAS, a Project for the \_\_\_\_\_, P.I.N. \_\_\_\_\_ (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of \_\_\_\_\_% Federal funds and \_\_\_\_\_% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of \_\_\_\_\_ work for the Project or portions thereof, with the federal share of such costs to be applied directly by the New York State Department of Transportation ("NYSDOT") pursuant to Agreement; and it is further

NOW, THEREFORE, the \_\_\_\_\_ Board, duly convened does hereby

RESOLVE, that the \_\_\_\_\_ Board hereby approves the Project; and it is hereby further

RESOLVED, that the \_\_\_\_\_ Board hereby authorizes the \_\_\_\_\_ of \_\_\_\_\_ to pay in the first instance the full non-federal share of the cost of \_\_\_\_\_ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \_\_\_\_\_ is hereby appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the non-federal share of the costs of the project exceed the amount appropriated above, the \_\_\_\_\_ of \_\_\_\_\_ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the \_\_\_\_\_ thereof, and it is further

RESOLVED, that the \_\_\_\_\_ of the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the \_\_\_\_\_ of \_\_\_\_\_ with NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.



**ONEIDA COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
 George E. Carle Complex  
 5999 Judd Road, Oriskany, NY 13424  
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.  
 County Executive

MARK E. LARAMIE, P.E.  
 Commissioner

April 4, 2022

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

FN 20 22-137

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

Enclosed is the contract for design services for various bridge and structure replacement projects to be constructed in 2022. The included projects are:

1. Replacement of Structure C1-53, Fuller Road over Tributary Steuben Creek, Town of Steuben.
2. Replacement of Structure C1B-53, Fuller Road over Tributary Steuben Creek, Town of Steuben.
3. Replacement of Structure C1B-58, Floyd-Camroden Road over Six Mile Creek, Town of Floyd.

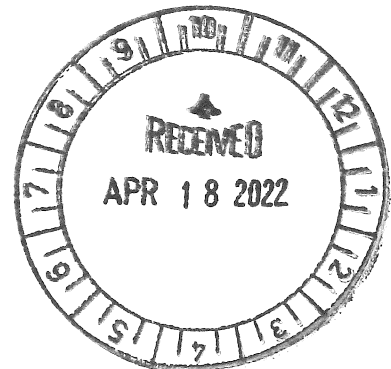
Proposals were solicited from qualified consultants and responses were evaluated. On February 16, 2022, the Board of Acquisition & Contract awarded the contract to Delta Engineers, Architects, Land Surveyors & Landscape Architects, D.P.C., to provide design services for the aforementioned projects in the amount of \$67,250.00.

If acceptable, please forward the above contract to the Oneida County Board of Legislators for consideration and approval.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.  
 Commissioner



Enclosures

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

Anthony J. Picente, Jr.  
 County Executive

Date 4/18/22

Oneida County Department: Public Works

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

**ONEIDA COUNTY BOARD OF LEGISLATORS**

Name & Address of Vendor:	Delta Engineers, Architects, Surveyors * Landscape Architects, D.P.C. 860 Hooper Road Endwell, New York 13760
Title of Activity of Service:	Project Design Services
Proposed Dates of Operation:	Start on Execution – 12/31/2022
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

Enclosed is the contract for design services for various bridge and structure replacement projects to be constructed in 2022. The included projects are:

1. Replacement of Structure C1-53, Fuller Road over Tributary Steuben Creek, Town of Steuben.
2. Replacement of Structure C1B-53, Fuller Road over Tributary Steuben Creek, Town of Steuben.
3. Replacement of Structure C1B-58, Floyd-Camroden Road over Six Mile Creek, Town of Floyd.

Proposals were solicited from qualified consultants and responses were evaluated. On February 16, 2022, the Board of Acquisition & Contract awarded the contract to Delta Engineers, Architects, Land Surveyors & Landscape Architects, D.P.C., to provide design services for the aforementioned projects.

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

3) Program Design and Staffing: N/A

4)Funding

	Account #:	H-615
	Total Funding Requested:	\$ 67,250.00
	Oneida County Dept. Funding Recommendation:	\$67,250.00
Proposed Funding Sources	Federal:	\$ 0.00
	State:	\$0.00
	County:	\$67,250.00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), made this 16<sup>th</sup> day of February 2022, by and between the COUNTY OF ONEIDA (hereinafter called "County"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, and Delta Engineers, Architects, Surveyors & Landscape Architects, D.P.C., (hereinafter called "Consultant"), a domestic professional service corporation, organized and existing under the laws of the State of New York with its place of business located at 860 Hooper Road, Endwell, New York 13760, (each a "Party," and collectively, the "Parties").

### WITNESSETH:

WHEREAS, County requires consulting services associated with the following three projects:

1. Replacement of Structure C1-53, Fuller Road over Tributary Steuben Creek, Town of Steuben.
2. Replacement of Structure C1B-53, Fuller Road over Tributary Steuben Creek, Town of Steuben.
3. Replacement of Structure C1B-58, Floyd-Camroden Road over Six Mile Creek, Town of Floyd.

WHEREAS, Consultant has submitted a proposal to provide such services, more fully defined herein; and

WHEREAS, The Oneida County Board of Acquisition & Contract has authorized this Agreement; and

NOW, THEREFORE, it is mutually agreed that for the consideration hereinafter set forth, Consultant shall provide certain services identified in the original Request for Proposal, attached hereto as **Attachment B**, and the Consultant Proposal, attached hereto as **Attachment C** (both collectively hereinafter the "Services").

### 1. TERM

1.1. The term of this Agreement shall commence upon a written Notice to Proceed (the "Notice to Proceed") and shall terminate upon completion of all work on all projects, but no later than December 31, 2022.

### 2. NOTICE TO PROCEED

2.1. The Notice to Proceed shall be in the form of a letter signed by County's Project Manager (the "Project Manager"), authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued.

### **3. COMPENSATION**

**3.1.** Consultant will be paid a not-to-exceed fee of **Sixty-Seven Thousand, Two Hundred and Fifty dollars and Zero cents (\$67,250.00)**, for the Services identified in **Attachment B**.

**3.2.** Payment shall be made monthly on a basis of work completed and billed in accordance with the hourly rates established in **Attachment C**.

**3.3.** There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.

**3.4.** In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

**3.5.** County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including, but not limited to: (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet the requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

**3.6.** Additional compensation, at a mutually agreed-upon rate, will be paid if Consultant's services are required to defend claims or litigation resulting from this project, provided claims are not the result of the negligence of Consultant.

**3.7.** It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

### **4. EXECUTORY OR NON-APPROPRIATION CLAUSE**

**4.1.** The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of

the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of termination.

## **5. SCOPE OF SERVICES**

5.1. This Agreement represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

5.2. Consultant agrees to provide Services in accordance with the project description and scope of services, defined in **Attachment B**.

5.3. Consultant shall furnish any equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

## **6. PERFORMANCE OF SERVICES**

6.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

6.2. Consultant's Services shall be completed and submitted in accordance with industry standards.

6.3. It is understood and agreed that Consultant has the professional skills necessary to perform the Services agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to perform Consultant's duties.

6.4. Consultant agrees to maintain in confidence and not disclose to any person or entity, without County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

6.6. Consultant shall be solely responsible for determining the method, details and means

of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

6.7. Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

6.8. Consultant acknowledges and agrees that it and its employees and sub-consultants have no authority to enter into contracts that bind County, or create obligations on the part of County, without the prior written authorization.

6.9. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.10. Consultant shall immediately notify County in writing of any difficulty in complying with any of the requirements of this Agreement.

## **7. NON-ASSIGNMENT**

7.1. In compliance with New York State General Municipal Law Section 109, Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or other entity without the previous consent, in writing, by County.

## **8. SUBCONTRACTS**

8.1. A sub-consultant is a person who has an agreement with Consultant to perform any of the Services.

8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of sub-consultants to whom it proposes to award any portion of the Services.

8.3. Agreements between Consultant and its sub-consultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all attachments. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

## **9. CHANGE IN SERVICES**

9.1. In case of changes affecting the scope of Services resulting from new findings,



unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

#### **10. PROJECT MANAGERS**

10.1. County designates the Oneida County Commissioner of Public Works as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County wishes to change its representative, Consultant will be notified in writing.

10.2. Consultant designates Brian Haas, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant-designated personnel or sub-consultants shall be subject to approval by the Project Manager for County.

#### **11. NOTICES**

11.1. Any notice to County may be delivered personally or sent by United States Mail, postage prepaid, to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Any notice to Consultant may be delivered personally or sent by United States Mail, postage prepaid, to Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

#### **12. INDEPENDENT CONTRACTOR STATUS**

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and any of its subcontractor(s) or sub-consultant(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an

independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of County. County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

### **13. ASSUMPTION OF RISK**

13.1. Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County.

13.2. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of Consultant or its sub-consultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the risks it assumes under this Section, operations of Consultant in the performance of this Agreement or from Consultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to

imply that it assumes or is responsible for only risks or claims of the type enumerated.

13.4. This assumption of risk by Consultant is absolute, excepting only reckless or intentional acts of County or its officers, agents or employees.

#### 14. INSURANCE REQUIREMENTS

14.1. Consultant shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.2. Commercial General Liability ("CGL") coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

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

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

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

14.6. 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 at least Two Million (\$2,000,000) in the aggregate.

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

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

## **15. REQUIRED PROVISIONS OF LAW**

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

15.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of

this Agreement.

## **16. BREACH**

**16.1.** A breach of this Agreement shall include, but not be limited to, the following:

**16.1.1.** If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

**16.1.2.** If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.

**16.1.3.** If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

**16.1.4.** If Consultant assigns its rights and duties under this Agreement without written consent of County.

**16.1.5.** County shall review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected within a time deemed reasonable to the County, then this will be cause for Agreement termination.

**16.1.6.** If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.

**16.2.** If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement, or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance

with this Agreement.

16.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

## 17. TERMINATION

17.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days written notice.

17.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the Services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

17.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill obligations under this Agreement through no fault of Consultant.

## 18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

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

## 19. ADDENDUM

19.1. Consultant shall comply with **Attachment A**, Addendum - Standard Oneida County

Conditions, attached hereto and hereby incorporated by reference.

**20. NON WAIVER**

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

**21. CHOICE OF LAW/FORUM**

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles.

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

**22. ORDER OF PRECEDENCE**

22.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

22.1.1. Attachment A – Addendum

22.1.2. Attachment D – Change Order, in reverse chronological order, if applicable

22.1.3. This Agreement

22.1.4. Attachment B – Request for Proposal

22.1.5. Attachment C – Consultant Proposal

**23. SUCCESSORS AND ASSIGNS**

23.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

**24. SEVERABILITY**

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

**25. ENTIRE AGREEMENT**

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

**26. COUNTERPARTS**

26.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

**27. AUTHORITY TO ACT/SIGN**

27.1. Consultant's signatory hereby represents and certifies that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

**28. ADVICE OF COUNSEL**

28.1. 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.

**29. AMENDMENTS**

29.1. Amendments to this Agreement, if needed, shall be in the form of the Change Order attached hereto as **Attachment D**.

(Remainder of page intentionally left blank.)



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

COUNTY OF ONEIDA

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Anthony J. Picente, Jr.  
Oneida County Executive

DELTA ENGINEERS, ARCHITECTS, SURVEYORS  
& LANDSCAPE ARCHITECTS, D.P.C.

**Chris Maby**

Digitally signed by Chris Maby  
DN: cn=Chris Maby, o=Delta Engineers,  
Architects, & Land Surveyors, DPC, ou,  
email=cmaby@delta-eas.com, c=US  
Date: 2022.04.12 11:01:14 -04'00'

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Christopher Maby, CPESC  
Director of Transportation/Civil Services

APPROVED BY

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Robert E. Pronteau, Esq.  
Assistant County Attorney

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County



available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

## 20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

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



**Oneida County Department of Public Works**

Division of Engineering  
5999 Judd Road, Oriskany, New York 13424

Request for Proposal

**PROFESSIONAL CONSULTING DESIGN SERVICES**

**FOR**

- 1. REPLACEMENT OF STRUCTURE C1-53, FULLER ROAD OVER TRIBUTARY STEUBEN CREEK, STEUBEN**
  - 2. REPLACEMENT OF STRUCTURE C1B-53, FULLER ROAD OVER TRIBUTARY STEUBEN CREEK, STEUBEN**
  - 3. REPLACEMENT OF STRUCTURE C1B-58, FLOYD-CAMRODEN ROAD OVER SIX MILE CREEK, FLOYD**
- 

January 2022

## REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING DESIGN SERVICES

### 1. Introduction

**1.1.** The County of Oneida (the “County”) is soliciting a proposal for Professional Consulting Design Services defined in Section 2. Project Description and Section 3. Scope of Services.

**1.2.** Proposal must be submitted in Adobe PDF format. Proposals can be submitted via email to [ndigennaro@ocgov.net](mailto:ndigennaro@ocgov.net) or via mail on a USB flash drive to:

Nicholas DiGennaro, P.E., Deputy Commissioner  
Oneida County Department of Public Works  
5999 Judd Road  
Oriskany, New York 13424

**1.3.** Proposal is due at the above address no later than 2:00 p.m. on February 10, 2022.

**1.4.** Questions relating to this RFP should be directed to Tim Decker at (315) 793-6228 / [tdecker@ocgov.net](mailto:tdecker@ocgov.net) or Nicholas DiGennaro at (315) 793-6233 / [nidgennaro@ocgov.net](mailto:nidgennaro@ocgov.net).

**1.5.** Site visits should be coordinated with Tim Decker.

### 2. Project Description

**2.1.** The following structures will be replaced as noted herein.

#### **2.1.1.** Structure C1-53, Fuller Road over Tributary Steuben Creek, Town of Steuben.

**2.1.1.1.** The existing structure is a 16 ft. span x 10 ft. – 2 in. rise x 98 ft. long multiplate pipe arch, under approximately 20 ft. of fill.

**2.1.1.2.** A hydraulic analysis will be required, and it is anticipated that the new structure will be upgraded to a bridge (over 20 ft. span). One soil boring of adequate depth to determine the soil bearing capacity for the new structure will be required.

#### **2.1.2.** Structure C1B-53, Fuller Road over Tributary Steuben Creek, Town of Steuben,

**2.1.2.1.** The existing structure is a 60-inch diameter corrugated metal pipe 88 ft. long.

**2.1.2.2.** The flow line of the pipe is deteriorated with perforations throughout its length. Additionally, several sections of pipe have separated, which allows embankment material loss from above.

**2.1.2.3.** It is anticipated that the new structure will match or increase the current waterway opening. The new structure will be imbedded into the stream bottom per NYSDEC design standards. A hydraulic analysis will be required.

**2.1.3. Structure C1B-58, Floyd-Camroden Road over Six Mile Creek, Town of Floyd.**

**2.1.3.1.** The existing structure is a 72-inch diameter reinforced concrete pipe. There are several spalls along the pipe length with exposed reinforcement.

**2.1.3.2.** A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

**3. Scope of Services**

**3.1.** Consultant shall design a complete project suited to the location, along with appropriate approaches, if required. The Consultant will be responsible for designing the most cost effective, and functional system.

**3.2.** The Consultant shall be required to prepare plans and bid specifications for the projects, as described in Section 2, Project Description, and as directed by the County.

**3.3.** Plans and bid specifications shall be prepared in accordance with applicable New York State Department of Transportation and AASHTO guidelines.

**3.4.** Work shall include preparation of plans and bid specifications for all related work as well as all field surveys, and tests necessary for a complete project design. One soil boring to determine soil bearing capacity shall be required for Structure C1-53.

**3.5.** The Consultant shall be responsible for preparing and securing a joint NYSDEC/ACOE permit for all structure replacements. The County shall pay all permit fees when applicable.

**3.6.** Consultant shall be responsible for preparing and securing necessary contract documentation as required by New York State Department of Transportation guidelines (i.e., equal employment opportunity guidelines, etc.) when necessary.

**3.7.** Plans and specifications shall be ready for bid no later than 90 days after execution of an Agreement for Consultant Services.

**3.8.** Work shall be completed in accordance with the following criteria. The most current editions of the following reference manuals shall prevail:

**3.8.1.** NYSDOT:

**3.8.1.1.** HS-25 Live Load Rating

**3.8.1.2.** The Environmental Manual

**3.8.1.3.** Standard Specifications for Construction and Materials

**3.8.1.4.** Highway Design Manual - Volume 1, 2 and 3

**3.8.1.5.** Manual of Uniform Traffic Control Devices

**3.8.1.6.** Policy on Geometrics of Structures

**3.8.1.7.** Standard Specifications for Highway Bridges

**3.8.1.8.** Standard Details for Highway Bridges

**3.8.1.9.** Engineering Instructions / Bulletins

**3.8.2.** AASHTO:

**3.8.2.1.** Standard Specifications for Highway Bridges

**3.8.2.2.** Policy on Geometric Design of Highways and Streets

**3.8.3.** Any other applicable NYSDOT or AASHTO guideline.

**3.9.** Generate formal minutes for all meetings. Minutes shall be distributed to the County and all other parties involved.

**3.10.** Consultant Services shall be divided into the following sequential phases:

**3.10.1.** Implementation

**3.10.1.1.** Confer with the County and review recommendations/requirements of the project to arrive at a mutual understanding of the scope.

**3.10.1.2.** Inspect site and review existing data available for project development.

**3.10.1.3.** Analyze various design alternatives with regards to cost and schedule. Submit results to the County for review and selection.

**3.10.2.** Design Development

**3.10.2.1.** Verify design alternative selected by the County.

**3.10.2.2.** Prepare preliminary drawings and specifications sufficient to permit review and approval by the County or its representatives.

**3.10.2.3.** Review and incorporate comments and revisions into design.

**3.10.2.4.** Provide a detailed statement of probable construction cost.

**3.10.3.** Comments, Revisions and Final Review

**3.10.3.1.** Submit drawings and specifications for approval to all agencies concerned, including, but not limited to, County and governing New York State permitting agencies.

**3.10.3.2.** Review and incorporate comments and revisions into design.

**3.10.3.3.** Provide a detailed statement of probable construction cost.

**3.10.3.4.** Provide all information generated during design development. Include, as a minimum, all hand calculations and computer program outputs (hydraulic analysis, etc.), subsurface information, bearing capacity analysis, and ASCII survey coordinate file.

#### **3.10.4.** Bid Documents

**3.10.4.1.** Prepare final design drawings, specifications and bid documents stamped and signed by a Professional Engineer registered with the State of New York, in the format previously approved by the County.

**3.10.4.2.** Deliver original manuscripts and drawings to County within ten days after final review of preliminary drawings.

**3.10.4.3.** Secure and distribute to Oneida County an original NYSDOL Prevailing Wage Schedule.

**3.10.4.4.** Distribute to Oneida County a complete set of plans, index of drawings, bid item sheets, engineers estimate of probable construction cost, special specifications and project specific special notes. Oneida County will assemble specification book and proposal books.

#### **3.10.5.** Public Bidding

**3.10.5.1.** The County shall reproduce and distribute all construction documents.

**3.10.5.2.** Assist in the bidding process by answering questions submitted by bidders and provide Addendums when necessary.

**3.10.5.3.** Review bids submitted by contractors and forward recommendation to the County.

#### **3.10.6.** Construction Phase

**3.10.6.1.** All construction inspection shall be performed under a separate agreement. However, following award of a construction contract, the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review and approval, and provide additional services when requested. The cost for these services shall be funded through a contingency fund of Fifteen Thousand Dollars (\$15,000.00). This contingency fund shall be included in the proposed fee. The Consultant shall provide a schedule defining hourly rates for each individual assigned to the Project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall receive payment on a work performed basis. Therefore, contingency funds not used shall be credited to the County. Consultant shall provide this information on a separate sheet titled "Schedule A".

### 3.10.7. "Record" Drawings

3.10.7.1. Upon completion of the Project, assemble all job notes, directives, change orders, and other pertinent data to fully describe all changes to the original plans and specifications.

3.10.7.2. Revise original drawings and specifications to accurately depict the "as-built" condition of the Project.

3.10.7.3. Deliver to the County electronic copies of "as-built" drawings in Adobe PDF format.

## 4. Terms and Conditions

4.1. The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.

4.2. The contents of the Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.

4.3. Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.

4.4. Consultant and/or sub-consultants shall make a good faith effort to ensure that M/WBE are given the maximum opportunity to compete for any sub-contracts.

4.5. Consultant shall be required to enter into a Professional Services Agreement (the "Agreement") with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto. The County reserves the right to modify the Agreement before final execution.

4.6. The Agreement entered into, as a result of this RFP, shall be between the Consultant and the County.

4.7. Consultant shall comply with and certify that the proposal was made without collusion pursuant to General Municipal Law § 103-d, attached hereto as **Appendix A.**

4.8. Consultant shall comply with and certify that the proposal was made pursuant to General Municipal Law 103-G, Iranian Energy Divestment Sector, attached hereto as **Appendix B.**

4.9. Consultant shall comply with and certify the County's Solid Waste Management Certification pursuant to Article 12 of the County's Procurement Policy, attached hereto as **Appendix C.**

4.10. Consultant shall comply with and certify the Statement on Sexual Harassment pursuant to Labor Law 201-g, attached hereto as **Appendix D.**

**4.11. Appendix E** shall become part of any contract, resulting from this proposal, between Consultant and County.

## **5. Payment for Services**

**5.1.** Consultant shall invoice County monthly for services rendered.

**5.2.** Payment shall be based on established hourly billing rates.

**5.3.** Hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.

## **6. Indemnification**

**6.1.** To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant 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 the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the 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 crossclaim, 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 County 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 County 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 Consultant under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

## **7. Insurance Requirements**

**7.1.** The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. 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.

**7.2.** Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and at least Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.

**7.3.** Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant 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.

**7.4.** Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

**7.5.** Workers' Compensation pursuant to statute.

**7.6.** Employer's Liability pursuant to statute.

**7.7.** 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 at least Two Million Dollars (\$2,000,000) in the aggregate.

**7.8.** Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella policies to include the County as an additional insured on a primary and non-contributory basis with subrogation waived.

**7.9.** The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section 2.5. The certificates shall be on forms approved by the County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to



communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

**7.10.** The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

## **8. Independent Contractor Status**

**8.1.** For the purposes of this paragraph, the term "Independent Contractor" shall include the Consultant, and any and all of its sub-consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the County and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the County 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 County 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 County. Both the County and the Independent Contractor shall have the right to participate in any conference, discussion, or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

**8.2.** The County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. 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.

## **9. Document Reproduction and Ownership of Original Drawings and Manuscripts**

**9.1.** The Consultant grants to the County an exclusive license to use the Consultant's Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant's sub-consultants consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County's separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

## **10. Choice of Law**

**10.1.** The Agreement shall be construed and enforced in accordance with the laws of the State of New York.

## **11. Submittal Requirements**

**11.1.** Cover page (one page).

**11.2.** List of sub-consultants (one page).

**11.3.** Signed **Appendix A** – Non-Collusion Certification

**11.4.** Signed **Appendix B** – Iran Divestment Act Certification

**11.5.** Signed **Appendix C** – Solid Waste Certification

**11.6.** Signed **Appendix D** – Statement on Sexual Harassment

**11.7.** Completed **Appendix F** – Fee Proposal

**11.8.** Billable hourly rate schedule including sub-consultants.

## **12. Special Requirements**

**12.1.** The Consultant shall have on staff, or as a sub-consultant, a Professional Engineer recognized by the New York State Education Department. This individual shall be responsible for the coordination of services and shall supervise all inspectors and sub-consultants.

## **13. Responsibility of Consultant**

**13.1.** If it is found that Consultant is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected, and any contract(s) entered into may be terminated immediately upon notice without penalty.

**Appendix A  
Non-Collusion Certification**

The following section is an excerpt from the General Municipal Law.

§103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State.

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:  
Non-collusive Bidding Certification.

(a) By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their 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 restricting competition.

(b) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been

complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

**Submitted By**

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

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

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

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

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

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix B**  
**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**

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

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

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

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

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

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix C**

**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**

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

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

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

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

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

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix D**  
**Statement on Sexual Harassment in Accordance with New York State Law**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

**Submitted By**

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

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

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

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

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

**(SIGN AND RETURN WITH PROPOSAL)**

**Appendix E**  
**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.

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

A. 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 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 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.

- 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. 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

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

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

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

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

**Appendix F  
Proposal Form**

Please be sure to include \$15,000.00 contingency fund (as described in section 3.10.6.1).

We submit the following fee proposal for Engineering Design Services:

In case of conflict between the prices written in numbers or words, the price written in words will control.

- 1. Replacement of Structure C1-53, Fuller Road over Tributary Steuben Creek, Steuben.  
Lat. 43.3171 Lon. -75.2360**

\_\_\_\_\_

Total Price Written in Numbers

\_\_\_\_\_

Total Price Written in Words

- 2. Replacement of Structure C1B-53, Fuller Road over Tributary Steuben Creek, Steuben.  
Lat. 43.3174 Lon. -75.2333**

\_\_\_\_\_

Total Price Written in Numbers

\_\_\_\_\_

Total Price Written in Words

- 3. Replacement of Structure C1B-58, Floyd–Camroden Road over Six Mile Creek, Town of Floyd.  
Lat. 43.2646 Lon. -75.3580**

\_\_\_\_\_

Total Price Written in Numbers

\_\_\_\_\_

Total Price Written in Words

By signing below, I hereby certify that I have the authority to offer this Proposal to the County of Oneida for the above listed individual or company, upon the terms contained in the RFP. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

\_\_\_\_\_

Legal Name of Persons, Firm or Corporation

\_\_\_\_\_

Address

\_\_\_\_\_

Signature

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Date





**ONEIDA COUNTY DEPT. OF PUBLIC WORKS**  
*Professional Consulting Design Services  
for Various Bridges & Structures*

**FEBRUARY 10, 2022**

**AN ISO 9001:2015 CERTIFIED COMPANY**

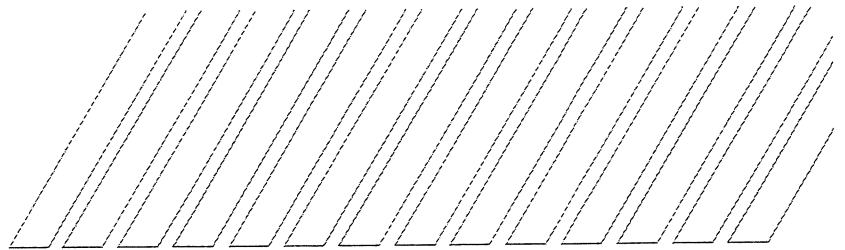


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### Submittal Requirements

- Cover Page
- List of Subconsultants
- Appendix A
- Appendix B
- Appendix C
- Appendix D
- Appendix F
- Rate Schedule



AN ISO 9001:2015 CERTIFIED COMPANY

Mr. Nicholas DiGennaro, PE  
Deputy Commissioner  
Oneida County Department of  
Public Works  
5999 Judd Road  
Oriskany, New York 13424

Re: Oneida County  
Department of  
Public Works

Replacement of Structure  
C1-53, Fuller Road over  
Tributary Steuben Creek,  
Steuben

Replacement of Structure  
C1B-53, Fuller Road over  
Tributary Steuben Creek,  
Steuben

Replacement of Structure  
C1B-58, Floyd-Camroden  
Road over Six Mile Creek,  
Floyd

**February 10, 2022**

Dear Mr. DiGennaro,

Thank you for the opportunity to present our qualifications in response to the Oneida County RFP for Engineering Design Services for the following:

**Replacement of Structure C1-53, Fuller Road over Tributary Steuben Creek, Steuben**  
**Replacement of Structure C1B-53, Fuller Road over Tributary Steuben Creek, Steuben**  
**Replacement of Structure C1B-58, Floyd-Camroden Road over Six Mile Creek, Floyd**

Per the requirements outlined in the RFP document, we have submitted our proposal via email in pdf format.

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta) has earned a strong reputation for providing high quality and cost-effective transportation design, inspection, and construction support services for bridge, highway, traffic, and pedestrian enhancement projects with public and private sector clients since 1990. Our total staff includes 31 licensed engineers, architects, and land surveyors, as well as a support staff of 93 other engineers, architects, surveyors, technicians, industrial hygienists, and administrative staff who provide time and cost-efficient services. Our Transportation Group staff numbers 16, including six PEs, one EIT, and four seasonal construction inspectors. Our corporate office is located in Endwell, NY, and we also have office locations in Vernon, NY and Syracuse, NY in close proximity to the project sites. In addition to those three locations, we have offices in Schenectady, NY and Chevy Chase, MD.

The Delta team is familiar with this type of project and has recently completed similar assignments with Oneida County.

The following submittal documents are included per item 11 of the RFP:

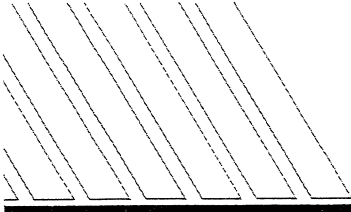
- List of Proposed Subconsultants
- Appendix A - Non-Collusion Certification
- Appendix B – Iran Divestment Act Certification
- Appendix C – Solid Waste Certification
- Appendix D – Statement on Sexual Harrassment
- Appendix F – Fee Proposal
- Schedule A - Delta Billable Rates

If you have any questions or require any additional information, please contact Joseph J. Mieczkowski, PE at 607-231-6670.

Respectfully,

**DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECTS, DPC**

Joseph J. Mieczkowski, PE  
Director of Transportation Services



## **LIST OF PROPOSED SUBCONSULTANTS**

---

Based on the scope of work required, we do not plan on utilizing any subconsultants for this project. If DBE or M/WBE involvement becomes a part of the scope, we will utilize subconsultants to meet the project requirements.

## APPENDIX A

### Appendix A Non-Collusion Certification

The following section is an excerpt from the General Municipal Law.

§103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State.

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:  
Non-collusive Bidding Certification.

(a) By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their 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 restricting competition.

(b) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been

complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

Delta Engineers, Architects, Land Surveyors, &  
Landscape Architects, DPC

(Legal Name of Person, Firm or Corporation)

Name: Joseph J. Mieczkowski, PE

Title: Director of Transportation Services

Signature: *Joseph J. Mieczkowski*

Date: February 10, 2022

(SIGN AND RETURN WITH PROPOSAL)



## APPENDIX B

### Appendix B 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

Delta Engineers, Architects, Land Surveyors,  
& Landscape Architects, DPC

(Legal Name of Person, Firm or Corporation)

Name: Joseph J. Mieczkowski, PE

Title: Director of Transportation Services

Signature: Joseph J. Mieczkowski

Date: February 10, 2022

(SIGN AND RETURN WITH PROPOSAL)



## APPENDIX C

### Appendix C

#### 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

Delta Engineers, Architects, Land Surveyors,  
& Landscape Architects, DPC

(Legal Name of Person, Firm or Corporation)

Name: Joseph J. Mieczkowski, PE

Title: Director of Transportation Services

Signature: Joseph J. Mieczkowski

Date: February 10, 2022

(SIGN AND RETURN WITH PROPOSAL)



**APPENDIX D**

**Appendix D**

**Statement on Sexual Harassment in Accordance with New York State Law**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

*Submitted By*

Delta Engineers, Architects, Land Surveyors,  
& Landscape Architects, DPC

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation)

Name: Joseph J. Mieczkowski, PE

Title: Director of Transportation Services

Signature: *Joseph J. Mieczkowski*

Date: February 10, 2022

\_\_\_\_\_  
(SIGN AND RETURN WITH PROPOSAL)



**APPENDIX F**

**Appendix F  
Proposal Form**

Please be sure to include \$15,000.00 contingency fund (as described in section 3.10.5.1).

We submit the following fee proposal for Engineering Design Services:  
In case of conflict between the prices written in numbers or words, the price written in words will control.

- 1. Replacement of Structure C1-53, Fuller Road over Tributary Steuben Creek, Steuben.  
Lat. 43.3171 Lon. -75.2360

\$29,250                      Twenty Nine Thousand Two Hundred Fifty Dollars  
Total Price Written in Numbers      Total Price Written in Words

- 2. Replacement of Structure C1B-53, Fuller Road over Tributary Steuben Creek, Steuben.  
Lat. 43.3174 Lon. -75.2333

\$17,500                      Seventeen Thousand Five Hundred Dollars  
Total Price Written in Numbers      Total Price Written in Words

- 3. Replacement of Structure C1B-58, Floyd-Camroden Road over Six Mile Creek, Town of Floyd.  
Lat. 43.2646 Lon. -75.3580

\$20,500                      Twenty Thousand Five Hundred Dollars  
Total Price Written in Numbers      Total Price Written in Words

By signing below, I hereby certify that I have the authority to offer this Proposal to the County of Oneida for the above listed individual or company, upon the terms contained in the RFP. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Delta Engineers, Architects, Land Surveyors,  
& Landscape Architects, DPC  
Legal Name of Persons, Firm or  
Corporation

860 Hooper Rd, Endwell, NY 13760  
Address

Joseph J. Mieczkowski  
Signature

Joseph J. Mieczkowski, PE - Director of Transportation Services  
Name and Title

February 10, 2022  
Date

## SCHEDULE A - DELTA BILLABLE RATES

### 2022 RATE SCHEDULE

Effective Thru: 12/31/22



Project Name: 2022 Professional Consulting Design Services – Multiple Structures

Client Name: Oneida County

#### LABOR

TITLE	HOURLY RATE
PRINCIPAL	\$200
SENIOR PROJECT MANAGER	\$185
PROJECT MANAGER	\$160
PROFESSIONAL LAND SURVEYOR	\$140
SENIOR PROJECT ARCHITECT/ENGINEER	\$140
PROJECT ARCHITECT/ENGINEER	\$115
SENIOR ARCHITECT/ENGINEER	\$105
INTERIOR DESIGNER	\$100
ARCHITECT/ENGINEER	\$95
ASSISTANT ARCHITECT/ENGINEER	\$85
SENIOR TECHNICIAN	\$80
TECHNICIAN	\$66
ASSISTANT TECHNICIAN	\$45
ADMINISTRATIVE ASSISTANT	\$65
SENIOR ENVIRONMENTAL SCIENTIST	\$135
ENVIRONMENTAL SCIENTIST	\$85
INDUSTRIAL HYGIENIST	\$65
PARTY CHIEF	\$100
SURVEY TECHNICIAN	\$80
CONSTRUCTION SUPERVISOR	\$145
LEVEL 4 INSPECTOR	\$125
LEVEL 3 INSPECTOR	\$115
LEVEL 2 INSPECTOR	\$85

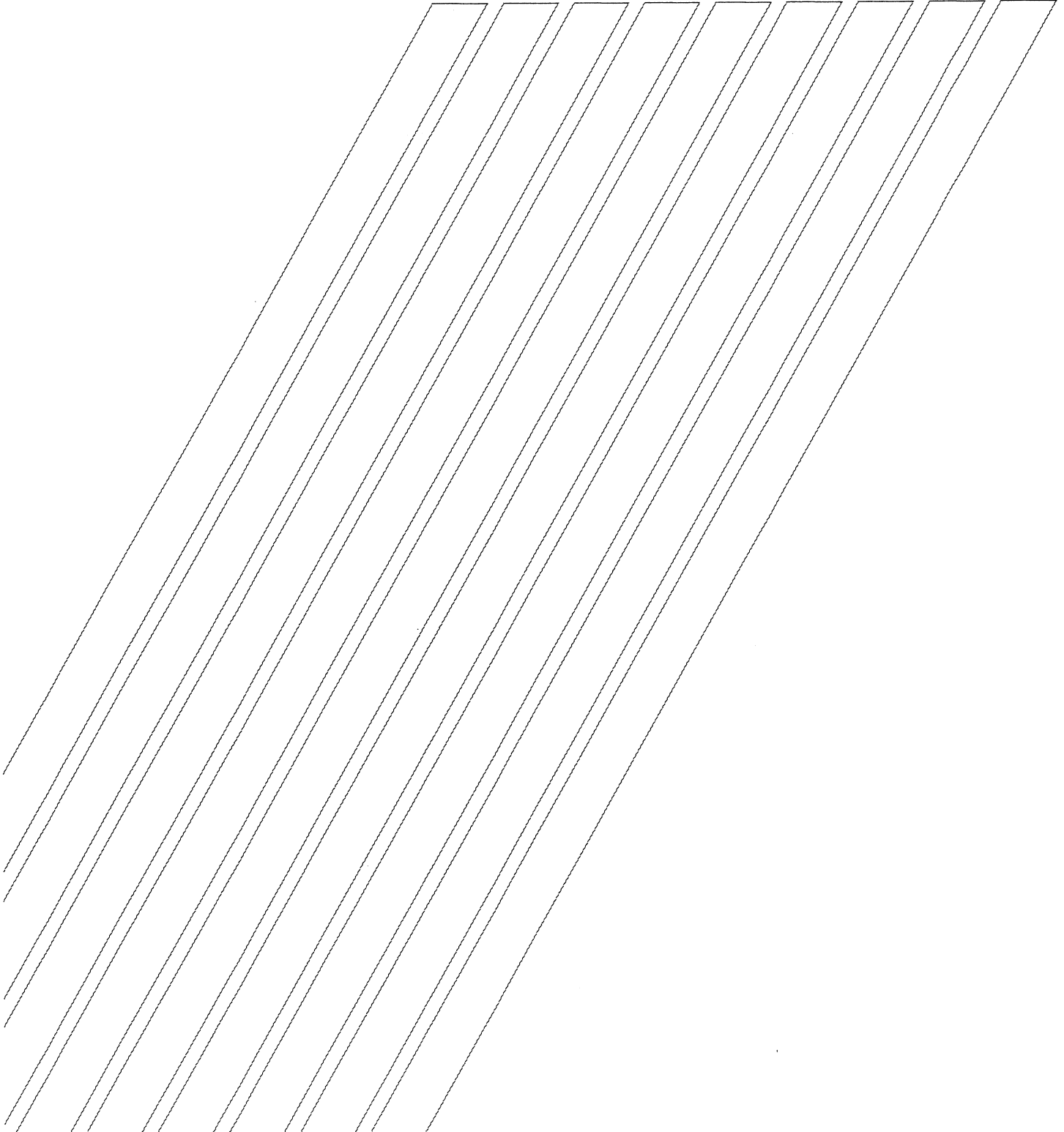
#### REIMBURSABLE EXPENSES

ITEM	BILLING RATE
MILEAGE	AT IRS RATE
MEALS/LODGING	AT COST
PRINTS (ANY SIZE)	\$ 0.25/Square Foot
VELLUM	\$ 0.50/Square Foot
MYLAR	\$ 0.75/Square Foot
PHOTOCOPIES	\$ 0.10/Sheet
OVERNIGHT SHIPPING (UPS, FEDERAL EXPRESS, ETC.)	AT COST
FILM AND PHOTO DEVELOPING	AT COST
SUBCONTRACT SERVICES	COST
HIGH DEFINITION LASER SCANNER	\$500/Day; \$250/Half Day
CONSUMABLE INSPECTION / FIELD SUPPLIES	AT COST

Note: Project-Specific Rates established to reflect staffing and market conditions existing at time of proposal.

2022 Project-Specific Rate Schedule

[DELTA-EAS.COM](http://DELTA-EAS.COM)



Contract No. XXXXXX

Change Order No. 1

Effective Date XXXXXX

### CHANGE ORDER

This Change Order modifies the Agreement entered into on the X day of XXXXXX, between Oneida County ("COUNTY") and XXXXXXXXXXXX ("CONTRACTOR"), as follows:

1. **Change in Services:**

TBD

2. **Change in time of Performance** (attach schedule if appropriate):

TBD

3. **Change in CONTRACTOR's Compensation:**

TBD

All other terms and conditions remain unchanged.

**COUNTY**

**CONTRACTOR**

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

\_\_\_\_\_  
Contractor's Authorized Representative  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved

\_\_\_\_\_  
Robert E. Pronteau  
Assistant County Attorney



ONEIDA COUNTY  
DEPARTMENT OF PUBLIC WORKS  
George E. Carle Complex  
5999 Judd Road, Oriskany, NY 13424  
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.  
County Executive

MARK E. LARAMIE, P.E.  
Commissioner

FN 20 22-140

March 28, 2022

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

## PUBLIC WORKS

### WAYS & MEANS

Dear County Executive Picente,

The New York State Department of Transportation (NYSDOT) is assisting Oneida County with funding for the following Locally Administered Federal Aid Projects:

Harris Road Bridge over Canada Creek, Town of Lee,  
Glenmore Road Bridge over Furnace Creek, Town of Annsville, and  
Carmichael Hill Road Bridge over Big Brook, Town of Steuben.

Supplemental Agreement No. 1 is now necessary to add funding for the Construction Phase. Eligible project expenditures qualify for up to 80% federal aid, 15% state aid, and 5% county. The total cost of these three projects is \$1,907,000.00. When the agreement is fully executed, Oneida County can be reimbursed for up to \$1,811,650.00 in federal and state Marchiselli funds as expenditures are made per Schedule A, (80% Federal/15% State/5% County) and Oneida County's current share is \$95,350.00.

If acceptable, please forward the enclosed Supplemental Agreement No. 1 to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 3-31-22

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

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name & Address of Vendor:** NYS Department of Transportation, Region 2  
 207 Genesee Street  
 Utica, New York 13501

**Title of Activity or Service:** 3 Bridges Projects – Supplemental #1  
 Construction Phase

**Proposed Dates of Operation:** 6/18/2018 to 9/30/2022

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

### Summary Statements

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

The New York State Department of Transportation (NYSDOT) is assisting Oneida County with funding for the following Locally Administered Federal Aid Projects:

- Harris Road Bridge over Canada Creek, Town of Lee
- Glenmore Road Bridge over Furnace Creek, Town of Annsville
- Carmichael Hill Road Bridge over Big Brook, Town of Steuben

Supplemental Agreement No. 1 will add funding for the Construction Phase. Eligible project expenditures qualify for up to 80% federal aid, 15% state and 5% county. The total cost of these three projects is \$1,907,000.00. Oneida County can be reimbursed for up to \$1,811,650.00 in federal and state Marchiselli funds as expenditures are made per Schedule A, (80% Federal/15% State/5% County) and Oneida County’s current share is \$95,350.00.

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

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

<b>4) Funding</b>	<b>Account #:</b>	H-569
	<b>Total Funding Requested:</b>	\$1,907,000.00
	<b>Oneida County Dept. Funding Recommendation:</b>	\$1,907,000.00

<b>Proposed Funding Sources</b>	<b>Federal:</b>	\$1,525,600.00
	<b>New York State:</b>	\$286,050.00
	<b>County:</b>	\$93,350.00
	<b>Other:</b>	\$0.00

**Past Performance Data:** N/A

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



**Department of  
Transportation**

**ANDREW M. CUOMO**  
Governor

**MARIE THERESE DOMINGUEZ**  
Commissioner

**LINDA A. LUBEY, P.E.**  
Regional Director

July 1, 2021

Mark E. Laramie, P.E.  
Commissioner  
Oneida County Department of Public Works  
5999 Judd Road  
Oriskany, NY 13424

**RE: PIN 2754.44.121, .321 (D035952)  
PM/Bridge Rehabilitation  
Town of Steuben (BIN 3311040)  
Town of Annsville (BIN 3310390)  
Town of Lee (BIN 3310750)  
Oneida County**

Dear Commissioner Laramie:

Enclosed you will find four (4) original Supplemental Agreements No. 1 and three (3) extra original signature pages for the above-referenced project.

This Supplemental Agreement No. 1 is necessary to add funding for the Construction phase.

When the agreement is fully executed, the county can be reimbursed for up to \$1,811,650.00 in federal and state Marchiselli funds as eligible expenditures are made per Schedule A of the agreement.

You are requested to have the four (4) Supplemental Agreements No. 1 and three (3) extra original signature pages signed by the appropriate officials and returned to NYSDOT.

If you have any questions, please call Jim McLaughlin of my office at (315) 793-2648.

Sincerely,

*Deborah S. Windecker*

Deborah S. Windecker  
Regional Planning and Program Manager

DSW:JM:ds  
cc: M. DeRocco, Reg. Program Manager, Reg. 2  
Enclosures

Sponsor: County of Oneida  
PIN: 275444 BIN: 3311040, 3310390, 3310750  
Comptroller's Contract No. D035952  
Supplemental Agreement No. 1  
Date Prepared: 06/28/2021 By: JM  
Initials

Press F1 for instructions in the blank fields:

**SUPPLEMENTAL AGREEMENT No. 1 to D035952** (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

**County of Oneida** (the Sponsor)  
Acting by and through the **Chairman, Board of Supervisors**  
with its office at **800 Park Avenue, Utica 13501**.

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
  - adding additional funding (check and enter the # phase(s) as applicable):
    - adding phase .321 which covers eligible costs incurred on/after 3/8/2021
    - adding phase \_\_\_\_\_ which covers eligible costs incurred on/after  / /
  - increasing funding for a project phase(s)
  - adding a pin extension
  - change from Non-Marchiselli to Marchiselli
  - deleting/reducing funding for a project phase(s)
  - other (\_\_\_\_\_)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (insert text below):



Sponsor: County of Oneida  
PIN: 275444 BIN: 3311040, 3310390, 3310750  
Comptroller's Contract No. D035952  
Supplemental Agreement No. 1  
Date Prepared: 06/28/2021 By: JM  
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

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

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

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

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

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

STATE OF NEW YORK

)ss.:

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

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

BY: \_\_\_\_\_  
For Commissioner of Transportation

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.

By: \_\_\_\_\_  
Assistant Attorney General

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

**COMPTROLLER'S APPROVAL:**

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law '112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.44**

<b>OSC Municipal Contract #:</b> D035952	<b>Contract Start Date:</b> 6/18/2018 <sup>(mm/dd/yyyy)</sup>	<b>Contract End Date:</b> 9/30/2022 <sup>(mm/dd/yyyy)</sup> <input type="checkbox"/> Check, if date changed from the last Schedule A
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**Purpose:**  Original Standard Agreement  Supplemental Schedule A No. 1

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

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

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

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

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

**Marchiselli Eligible**  Yes  No *(Check, if Project Description has changed from last Schedule A):*   
**Project Description:** REHAB OF BRIDGES IN TOWN OF STEUBEN (BIN 3311040, TOWN OF ANNSVILLE (BIN 3310390, TOWN OF LEE (BIN 3310750), ONEIDA COUNTY

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

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$45,000.00	\$0.00	\$0.00	\$45,000.00
<input checked="" type="checkbox"/>	Current SFY	\$-0.00	\$0.00	\$252,000.00	\$252,000.00
<b>Authorized Allocations to Date</b>		\$45,000.00	\$ 0.00	\$252,000.00	\$297,000.00

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

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
2754.44.121	Current	STP (80%)	\$285,000.00	\$228,000.00	\$42,750.00	\$14,250.00	\$0.00
	Old	STP (80%)	\$285,000.00	\$228,000.00	\$42,750.00	\$14,250.00	\$0.00
2754.44.321	Current	STP (80%)	\$1,622,000.00	\$1,297,600.00	\$243,300.00	\$81,100.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$1,907,000.00	\$1,525,600.00	\$286,050.00	\$95,350.00	\$ 0.00

NYS DOT/State-Local Agreement – Schedule A

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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

<b>D. Total Project Costs</b> All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,525,600.00	\$286,050.00	\$ 0.00	\$95,350.00	\$1,907,000.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2450</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.



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

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

### A1. Preliminary Engineering ("PE") Phase

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

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

## **A2. Right-of-Way (ROW) Incidentals**

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

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

## **B. Right-of-Way (ROW) Acquisition**

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

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

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



**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.                                                     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, 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 \$25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 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 Part 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 clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.





ANTHONY R. CARVELLI  
COMMISSIONER



**ONEIDA COUNTY  
DEPARTMENT OF FINANCE**

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

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

April 14, 2022

FN 20 22-141

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Mr. Picente:

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

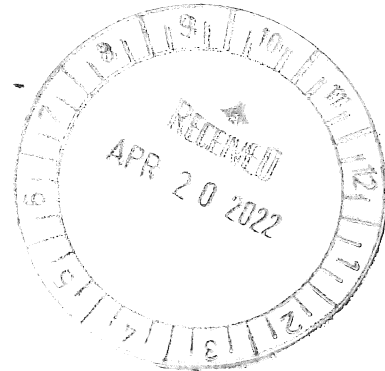
We would respectfully request that you please forward said petitions to the Oneida County Board of Legislators for full board consideration on May 11<sup>th</sup>.

<u>NUMBER</u>		<u>AMOUNT</u>
0	REFUND	\$ 0
10	CORRECTIONS	\$ 15,850.38

Sincerely,

Anthony Carvelli  
Commissioner of Finance

AC:kp  
Enclosure



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

Anthony J. Picente, Jr.  
County Executive

Date 4-20-22



**ONEIDA COUNTY**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
 Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, NY 13501

ANTHONY J. PICENTE JR.  
 County Executive

CHUCK KLEIN  
 Director

FN 20 22-142

April 04, 2022

GOVERNMENT OPERATIONS

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

WAYS & MEANS

Dear Mr. Picente,

Oneida County Information Technology utilizes ConvergeOne (formerly Aneese & Associates, Inc.), as a vendor for technical consulting services, critical skill augmentation and equipment purchases under a Master Service Agreement. For these services, a Master Service Agreement (MSA) is beneficial as it provides an established contract so that specific projects and equipment can be swiftly procured and expedited where necessary.

Information Technology will continue to operate using a Statement of Work (SOW) for each project. The SOWs will clearly define the scope of each project, the timelines, and deliverables. This amendment will have a term of two years. It will continue to include all the legal terms and conditions required by Oneida County, thereby providing assurance that Information Technology will be safeguarded, and that contract details will be consistent for the life of the agreement.

The original agreement was for a three-year initial term, with up to two one-year renewals. The contractual relationship with ConvergeOne has been so positive and beneficial to the county that we would like to exercise both one-year renewals at this time. The extended agreement would then run from 2/15/22, through 2/14/24

If you approve, I would respectfully ask that you demonstrate your approval by endorsing this letter and forwarding the same (with enclosures) to the Board of Legislators at their next scheduled meeting.

Respectfully submitted,

Chuck Klein  
 Director, Information Technology

Reviewed and Approved for submittal to the  
 Oneida County Board of Legislators by  
  
 Anthony J. Picente, Jr.  
 County Executive  
 Date 4-7-22

OC Department: Information Technology

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** ConvergeOne, Inc.  
NW 5806  
PO Box 1450  
Minneapolis, MN 55485-5806

**Title of Activity or Service:** One Master Services Agreement (Two - 1 Year Extensions)

**Proposed Dates of Operation:** February 15, 2022 – February 14, 2024

**Client Population/Number to be Served:** All Oneida County Users

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** This is an amendment to the Master Services Agreement (template) for various IT Services, skill augmentation and equipment purchases.
  
- 2) **Program/Service Objectives and Outcomes:** N/A
  
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** Minimum of \$100,000.00

**Account #** A1610.493

**Oneida County Dept. Funding Recommendation:**

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

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

**Past Performance Data:** ConvergeOne has been instrumental with timely equipment, replacements, and purchases. They also provide a higher level of network engineering support as needed.

**O.C. Department Staff Comments:** N/A

Contract No. 70786

Amendment No. I

Effective Date \_\_\_\_\_

**Amendment**

This Amendment modifies the Information Technology Master Services Agreement (the "Original Agreement"), entered into on the 15<sup>th</sup> day of February, 2019, between the County of Oneida (the "County"), and ConvergeOne, Inc., formerly Annese & Associates, Inc. (the "Vendor"), as follows:

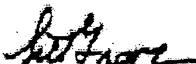
1. **Change in Services:** None
2. **Change in Term:** The term of the Original Agreement shall be extended from February 15, 2022 through February 14, 2024.

All other terms and conditions in the Original Agreement remain unchanged.

**COUNTY OF ONEIDA**

**ConvergeOne, Inc.**

By: \_\_\_\_\_  
(signature)

By:  \_\_\_\_\_  
(signature)

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

Name: **Seth Frank**

Title: **Oneida County Executive**

Title: **Regional Vice President**

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

Date: 04/05/2022

Approved

\_\_\_\_\_  
Robert E. Pronteau



# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

March 28, 2022

FN 20 22 143

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

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente,


Attached is an Affiliation Agreement between Oneida County through its Health Department and SUNY Upstate Medical University.

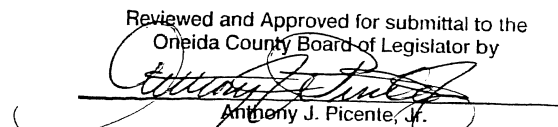
The purpose of this Agreement is to provide fieldwork experience for Master of Public Health students from SUNY Upstate Medical University to facilitate the students' professional growth through mutually agreed upon educational objectives and guidelines.

The term of this Agreement is from November 12, 2021 through November 11, 2026. There are no monies paid or received in this Agreement.

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

Sincerely,

  
Daniel W. Gilmore PHD., MPH  
Director of Health

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 3-31-22

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5TH FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5TH FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4TH FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** SUNY Upstate Medical University  
750 East Adams Street  
Syracuse, NY 13210

**Title of Activity or Service:** Oneida County to provide clinical education learning experiences that are planned, organized, and administered by qualified staff.

**Proposed Dates of Operation:** November 12, 2021 until November 11, 2026

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

**Summary Statements**

**1) Narrative Description of Proposed Services:** SUNY Upstate Medical University desires to have Master of Public Health students receive relevant Field Period educational experience through the Oneida County Health Department. Both SUNY Upstate Medical University and the Oneida County Health Department will work together to engage the students in appropriate Field Period experiences to further students' academic program.

**2) Program/Service Objectives and Outcomes:** To facilitate the students' professional growth through mutually agreed upon educational activities

**3) Program Design and Staffing NA**

**Total Funding Requested:** 0.00 **Account # 4010**

**Oneida County Dept. Funding Recommendation:** NA

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

**Cost Per Client Served:** NA

**Past Performance Data:**

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



Agreement #: AFF-505971  
Agency #: 28110  
Department ID #: 3320211

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## AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT AND IMPLEMENTATION LETTER

By and Between  
State University of New York,  
for and on behalf of Upstate Medical University (“SCHOOL”)  
and  
Oneida County Health Department (“HOST AGENCY”)

The purpose of this letter is to provide a record of the clinical training affiliation agreement between the SCHOOL and the HOST AGENCY with respect to a clinical training experience for the SCHOOL’S registered students, and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015), which is hereby incorporated by reference, without modification or exception except as specified below.

Modifications or Exceptions:

1. The provisions of Section B, *Responsibilities of the HOST AGENCY*, of the Agreement are hereby amended to include item 11 as follows:
  - The HOST AGENCY may operate a network of outpatient healthcare facilities in several locations in the State of New York. As part of the student’s degree program, the SCHOOL desires its students to have the ability to participate in clinical and technical rotations and outpatient care settings in the HOST AGENCY’S facilities. A listing of the HOST AGENCY’S facilities will be made available to the SCHOOL’S Program Director and is attached as Exhibit C to this agreement.
2. The provisions of Section B, *Responsibilities of the HOST AGENCY*, of the Agreement are hereby amended to include item 12 as follows:
  - The HOST AGENCY represents and warrants that it is currently, and for the term of this Agreement will continue to be, in compliance with all applicable laws, regulations, and public directives, including, but not limited to, those issued in times of an emergency, regarding the health and safety of employees, the public, and student interns. Failure to comply with this provision will be considered a material breach of this Agreement.
3. The provisions of Section D, *Term and Termination*, of the Agreement are hereby amended and replaced in their entirety with the following language:
  - This AGREEMENT will commence as of **November 12, 2021** and shall expire on **November 11, 2026**, a period of five (5) years. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.
4. Attached as Exhibit B are the *Graduation Competencies and Educational Program Objectives*.
5. Attached as Exhibit C are the *Clinical Practice Sites Covered By This Agreement*.



Agreement #: AFF-505971  
Agency #: 28110  
Department ID #: 3320211

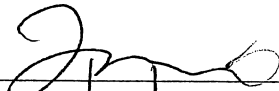
This IMPLEMENTATION LETTER is effective when signed by all parties. The individuals executing this IMPLEMENTATION LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Affiliation Agreement and further agree to comply with its terms except as noted above.

**SCHOOL:** State University of New York,  
Upstate Medical University

**By:** Lawrence Chin, MD  
**Title:** Dean  
College of Medicine

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

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

  
3/17/2022

**Address:** 750 East Adams Street  
Syracuse, New York 13210

**HOST AGENCY:** Oneida County Health Department

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

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

**Title:** Oneida County Executive

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

**Address:** 800 Park Avenue, #10  
Utica, New York 13501



**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGEMENT**

Contract No.: AFF-505971

STATE OF \_\_\_\_\_ )

County of \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known and known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he/she resides at \_\_\_\_\_,

Town of \_\_\_\_\_,

County of \_\_\_\_\_

State of \_\_\_\_\_ and further that:

**[CHECK ONE]**

\_\_\_\_ (If an Individual): he/she executed the foregoing instrument in his/her name and on his/her own behalf.

\_\_\_\_ (If a Corporation): he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he/she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

\_\_\_\_ (If a Partnership): he/she is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, he/she is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

\_\_\_\_ (If a limited liability company): he/she is a duly authorized member of \_\_\_\_\_ LLC, the limited liability company described in said instrument; that, he/she is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

Registration Number: \_\_\_\_\_

State of: \_\_\_\_\_

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## AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for medical students in the SCHOOL.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education.
- The SCHOOL is ultimately responsible for the medical education program, academic affairs, and the assessment of medical students.
- The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching.
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of the SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the AAMC Uniform Clinical Training Affiliation Agreement Implementation Letter agree as follows:

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## **A. Responsibilities of the SCHOOL**

1. The SCHOOL will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the SCHOOL's curriculum.

2. The SCHOOL will retain ultimate responsibility for the education and assessment of its students. The School's representative for this Agreement shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for medical student teaching and assessment provided pursuant to this Agreement.

3. The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

4. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.

5. The SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations. The SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices, and that the cost of any such test will be paid by the student, if not the HOST AGENCY.

6. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

7. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL'S students at the HOST AGENCY.

8. The SCHOOL warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if the SCHOOL is a public entity entitled to governmental immunity protections under applicable state law, then the SCHOOL shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the SCHOOL shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event

governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST AGENCY, the SCHOOL shall provide a certificate of insurance demonstrating coverage for students completing clinical training at the HOST AGENCY.

## **B. Responsibilities of the HOST AGENCY**

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the SCHOOL's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for medical students' personal items when at the HOST AGENCY; and f) access to call rooms, if necessary.
2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.
3. The HOST AGENCY staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.
4. The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.
5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The SCHOOL will define, for its medical students, who bears financial responsibility for any charges generated.

6. To the extent the HOST AGENCY, generates or maintains educational records related to the participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the SCHOOL's records is required by HOST AGENCY to carry out the Program.

7. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student. The HOST AGENCY and SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify the SCHOOL'S course director if such an action is required.

10. The HOST AGENCY shall identify a site coordinator from among its medical staff who will communicate and cooperate with the SCHOOL's clerkship director to ensure faculty and medical student access to appropriate resources for the clinical training experience.

### **C. Mutual Responsibilities**

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the SCHOOL facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

4. The SCHOOL and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. The SCHOOL, including its faculty, staff, medical students, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.

6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required.

#### **D. Term and Termination**

This AGREEMENT is effective upon execution of the Implementation Letter by both parties to the covered clinical training experience(s) and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

#### **E. Employment Disclaimer**

The students participating in the program will not be considered employees or agents of the HOST AGENCY or SCHOOL for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY or SCHOOL, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

#### **F. Health Insurance Portability and Accountability Act.**

Students participating in clinical training pursuant to this Agreement are members of the HOST AGENCY's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.

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**G. No Agency Relationship Between the Parties.**

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

**H. Assignment**

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

**I. Governmental Immunity**

If the SCHOOL is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the SCHOOL of its governmental immunity or of its state governmental immunity; an express or implied acceptance by SCHOOL of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SCHOOL of a debt, contract, or liability of the HOST AGENCY.

**J. No Special Damages**

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

**K. Notices**

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in the Uniform Clinical Affiliation Agreement Implementation Letter.

**L. No Payments**

No payments shall be made between the parties or to the students in connection with this Agreement.

**M. Severability**

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

**N. Headlines**

Headlines in this AGREEMENT are for convenience only.

**O. Entire Agreement**

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Uniform Clinical Affiliation Agreement Implementation Letter.



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## EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The SCHOOL holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term “teacher” is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

### GUIDING PRINCIPLES:

**Duty:** Medical educators have a duty to convey the knowledge and skills required for delivering the profession’s standard of care and also to instill the values and attitudes required for preserving the medical profession’s social contract with its patients.

**Integrity:** Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

**Respect:** Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

### RESPONSIBILITIES OF TEACHERS AND LEARNERS:

#### Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive

- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

**Students should:**

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

**Relationships between Teachers and Students**

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision.

Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

## EXHIBIT B

### College of Medicine

**UPSTATE**  
MEDICAL UNIVERSITY

### Graduation Competencies and Educational Program Objectives

Academic Year  
2021-2022

#### **PC: Patient Care**

Demonstrate safe, effective, timely, efficient and equitable patient-centered care that promotes health, quality of life, prevention of illness and treatment of disease. Our graduates will:

1. Elicit an accurate history and perform an appropriate physical examination with an organized and respectful approach.
2. Construct a comprehensive problem list and differential diagnosis
3. Conduct focused and comprehensive patient encounters for acute and chronic medical presentations and health maintenance.
4. Develop prioritized intervention and management plans using current scientific knowledge.
5. Interpret clinical, laboratory, radiologic and pathologic data.

#### **MK: Medical Knowledge**

Demonstrate and apply knowledge of established and evolving biomedical, clinical, epidemiological, social and behavioral sciences. Our graduates will:

1. Recognize normal structure and function of the human body, and demonstrate knowledge of the underlying scientific principles and mechanisms.
2. Identify the mechanisms of disease and their corresponding effects on the human body.
3. Identify appropriate treatments for common diseases and their mechanisms of action.
4. Integrate knowledge of epidemiology into clinical problem-solving and disease prevention.
5. Assess the determinants of health, and identify interventions that will improve the health of a population.

#### **IICS: Interpersonal and Interprofessional Communication Skills**

Demonstrate interpersonal and Interprofessional communication skills with patients, families, communities and professionals in health and other fields that result in effective, patient-centered clinical care. Our graduates will:

1. Demonstrate respect for and appreciation of input from other health care professionals and staff in patient care.
2. Provide timely, clear and accurate written and oral information about patients to other healthcare professionals.

3. Provide information to, and practice shared decision-making and behavioral change techniques with patients and families.
4. Participate as a member of a team and recognize the roles and practices of effective interprofessional teams, including feedback to and from other team members.

### **PR: Ethics and Professionalism**

Demonstrate a commitment to the highest standards of competence, ethics, integrity and accountability to patients and the profession. Our graduates will:

1. Recognize the primacy of the patient's welfare and demonstrate responsiveness to patient needs that supersedes self-interest.
2. Demonstrate honesty, integrity, and compassion in all interactions with patients' families, colleagues, and others with whom physicians must interact in their professional lives.
3. Apply ethical theories and principles pertaining to provision of care, privacy and confidentiality, informed consent, responsible conduct of research, and business practices, including compliance with relevant laws, policies, and regulations.
4. Recognize that physicians are accountable not only to patients, but also to the community, to society, and to the profession.

### **LI: Practice-Based Learning and Improvement**

Demonstrate habits of self-directed learning and self-reflection for acquisition of new knowledge, skills and behaviors to provide optimal patient care. Our graduates will:

1. Demonstrate acceptance and incorporation of feedback.
2. Engage in reflective practice as an intentional learner working toward personal improvement.
3. Identify gaps in knowledge and/or skills, AND
  - a. select appropriate resources and technologies, including current research in evidence-based medicine to fill them.
  - b. demonstrate improvement after self-directed learning.

### **PH: Systems Based Practice and Population Health**

Analyze the complexities of health care systems and work effectively within these systems to advocate for and provide quality patient care. Our graduates will:

1. Describe the structure, delivery and finance of major health care systems.
2. Identify opportunities for stewardship of medical, economic and human resources at both the bedside and the population level.
3. Apply the principles of patient safety, quality assurance, and quality improvement in health care delivery.

## Revisions made to graduation requirements, dismissal eligibility, and curriculum in light of COVID-19

### Revisions related to the Policy on Graduation Requirement/Honors

In light of the 2020 COVID-19 pandemic, temporary changes were made to some graduation requirements for the classes of 2021 and 2022. Those changes are summarized below, and were approved through appropriate committees.

#### *For the Class of 2021*

1. Concurrent elective for MS3 block IJ
  - a. Allow concurrent electives for eligible students in Block 12 while enrolled in ten-week clerkship for the IJ Period of the 2019-20 academic year. Eligibility will be determined by the Assistant Dean of Clinical Sciences, based on review of the proposed concurrent elective activity and prior academic performance. (Policy states that no concurrent electives may be taken during the MS3 year.)
  - b. Rationale: Due to the pandemic, students have been working virtually during the clerkship; they will be making up clinical time later in the year, which will reduce time for electives. Allowing concurrent elective gives students the opportunity to start preparing for upcoming residency applications, given anticipated scheduling difficulties. Additional credits will be limited such that total time spent on clerkship and concurrent elective will not exceed the maximum workload of 80 hours per week.
2. Credits for honors
  - a. Allow student to graduate “Cum Laude” when student has accumulated 46, 44, 43, or 42 credits of honors in the clinical years, if they had 5, 7, 10, or 12 credits, respectively, that were graded pass/fail instead of pass/high pass/honors.
  - b. Rationale: Due to the pandemic and the resultant removal of students from clinical settings, suspension of standardized patient exams, and remote administration of subject exams, the final clerkship(s) for the 2019-2020 academic year were switched to pass/fail grading. Since the number of credits possible for earning honors was decreased, the number required for “Cum Laude” should be proportionally decreased. (Policy states that a student is eligible to graduate “Cum Laude” when student has accumulated 48 credits of honors in the clinical years.)
3. Step 2 CS
  - a. Waive requirement to pass Step 2 CS prior to graduation.
  - b. Rationale: On May 26, 2020, USMLE suspended Step 2 CS test administrations for the next 12-18 months. Students will be unable to take the exam prior to graduation in May 2021. (Policy states that all students must PASS Step 2 CS and CK to graduate. In addition, policy on USMLE Step 1 & Step 2 states that all students must take Step 2 CS and CK by December 1 of their MS4 year.)

*For the Class of 2022*

1. Number of required elective credits\*
  - a. Increase number of required elective credits to 29
  - b. Rationale: Shortening nine block clerkships from 5 to 4.5 weeks each decreased the weeks of clinical instruction by 4.5 weeks, decreasing overall instructional time. Increasing the number of elective credits by 4 for a total of 29 (and adding 0.5 credits for orientation – see below) will keep the total instructional time unchanged.  
(Policy states that a minimum of 25 elective credits are required.)
  - c. \*Students who completed some of their MS3 clerkships prior to the 2020-2021 academic year will be reviewed by the Phase 2 Student Progress Committee and given specific credit requirements.
2. Number of elective credits from pre-clinical years\*
  - a. Revise maximum number of elective credits that may be taken in the pre-clinical years and count toward fulfilling graduation requirements from 6 to 10
  - b. Rationale: The number of required elective credits was increased due to shortening the clerkship blocks and the delayed start of the MS3 block clerkships opened up several weeks in which students could take electives that did not involve patient contact.  
(Policy states that a maximum of six of the required elective credits may be taken in the pre-clinical years and count toward fulfilling graduation requirements.)
  - c. \*Students who completed some of their MS3 clerkships prior to the 2020-2021 academic year will be reviewed by the Phase 2 Student Progress Committee and given specific credit requirements
3. Requirement and deadline for taking Step 1
  - a. Suspend the requirement for taking Step 1 prior to starting clerkships and extend the deadline for taking Step 1 to July 1, 2021.
  - b. Rationale: Extension of the NY PAUSE until May 15 and closure of Prometric sites nationally, coupled with decreased testing spots to accommodate physical distancing have led to substantially fewer available testing sites and dates for students to take Step 1 by the beginning of third year. (Policy states that students must pass Step 1 of the USMLE in order to progress into the clinical years. In addition, policy on USMLE Step 1 & Step 2 states that students will take USMLE Step 1 by the date published annually in the Upstate academic calendar, which for the class of 2022 was May 11, 2020.)

### Revisions related to the Academic Status Policy

In light of the 2020 COVID-19 pandemic, temporary changes were made to policies regarding promotion for the classes of 2021 and 2022. Those changes are summarized below, and were approved through appropriate committees.

#### *For the Class of 2021*

1. Requirement for deadline by which students must complete all clerkships
  - a. Allow students to complete remaining clinical time for incomplete MS3 clerkships or postponed MS3 clerkships by the end of their MS4 year.  
(Policy states that any remediation of a clerkship must be completed by the October/November period of the MS4 year).
  - b. Rationale: Due to the pandemic, student access to clinical settings has been limited for several months. In addition, uncertainty with test center availability prompted adjustments to the 2020-2021 MS3 block clerkship schedule, resulting in scheduling difficulties for postponed and incomplete 2019-2020 clerkships. MS4 students in the class of 2021 may need to complete their clerkships after November.
2. Credits for commendation
  - a. Allow students to qualify for commendation by earning 22, 20, 19, or 18 credits of honors in required clerkships, if they had 5, 7, 10, or 12 credits, respectively, that were graded pass/fail instead of pass/high pass/honors.
  - b. Rationale: Due to the pandemic and the resultant removal of students from clinical settings and suspension of standardized patient exams, the final clerkship(s) for the 2019-2020 academic year were switched to pass/fail grading. Since the number of credits possible for earning honors was decreased, the number required for commendation should be proportionally decreased. (Policy states that commendation may be awarded to students for outstanding performance in the required clerkships. A student qualifies by earning at least 24 credits of honors in required clerkships.)

#### *For the Class of 2022*

1. Eligibility for dismissal based on deadline for passing Step 1
  - a. Revised the eligibility for dismissal based on deadline for passing Step 1 to the following: "Failing to record a passing score on United States Medical Licensing Examination (USMLE) Step 1 by the third attempt, or by December 1 of the MS4 year (excluding leaves of absence), will result in eligibility for dismissal from the College of Medicine." (Policy states that failing to record a passing score on Step 1 by the third attempt, or within one year after finishing pre-clinical years of study (excluding leaves of absence), will result in eligibility for dismissal from the College of Medicine.)
  - b. Rationale: Due to the pandemic and resultant uncertainty about testing availability, the deadline for taking Step 1 was extended to July 1, 2021. One year after finishing pre-clinical years will fall before the July 1, 2021 deadline extension. This proposed revision of dismissal eligibility extends the timeframe in which students can take the exam and retake if necessary.





EXHIBIT D – COURSE SYLLABUS



Public Health

**MPHP 698: Applied Practice Experience (Blended Course)**

**Course Information**

3 credit hours  
Fall 2021 Semester

**Professor Information**

Name: Drs. Telisa Stewart and Michael E. Webb  
Office: 2263A Weiskotten Hall Office  
Phone (Dr. Webb's Cell Phone): 315-212-5291  
Email: [webbmi@Upstate.edu](mailto:webbmi@Upstate.edu) (Preferred)  
Office Hours<sup>+</sup>: Available upon request

\* **Contacting the instructor:** The primary method of contacting instructors is by emailing them at the email address provided above. When using email, please be sure to include MPHP 698 in your subject heading.

\*\* **Blackboard:** The course will be organized using Upstate Blackboard. All students must be able to log in to obtain course materials.

+ **Office hours:** Contact the course instructors directly to schedule a meeting.

**Course Description:**

This course immerses students in the core domains of public health within the community under the guidance of a public health supervisor. This course requires 200-documented hours of face to face experience based learning. The course is designed to provide students an opportunity to apply the core public health skills learned in a classroom in non-profit, for profit, and governmental agencies that have a core focus in public health.

**Prerequisite:**

Enrollment in Master of Public Health Degree program or permission of course director. Students must be in good academic standing and have completed the following courses in order to begin their Applied Practice Experience: MPHP 601: Principles of Epidemiology; MPHP 602: Principles of Biostatistics; MPHP 603: Principles of Environmental Health MPHP 604: Social and Behavioral Dimensions of Public Health; MPHP 607: Public Health Foundations; MPHP 657: Research Methods; MPHP 660: Program Planning and Evaluation

**Required Text:**

**REQUIRED:**

1. **REQUIRED:** 1. Can Anyone Hear Us?: Voices of the Poor (World Bank Publication) Paperback – 1999 by Deepa Narayan (Author), Raj Patel (Author), Kai Schafft (Author), Anne Rademacher (Author), Sara Koch Schulte (Author)

## EXHIBIT D – COURSE SYLLABUS

### CEPH Foundational Competencies

*Throughout this document, foundational competencies are referred to by their number as FC-#. See Appendix for rubrics of official assessments aligned to each competency (note: classroom activities do not have associated rubrics).*

FC-6. Discuss the means by which structural bias, social inequities and racism undermine health and create challenges to achieving health equity at organizational, community and societal levels

Assessment(s):

- Undermining Health Assignment
- Social Determinates Essay

FC-11. Select methods to evaluate public health programs

Assessment(s):

- Mapping the Program Assignment

FC-17. Apply negotiation and mediation skills to address organizational or community challenges

Assessment(s):

- Student Perspective Assignment

FC-20. Describe the importance of cultural competence in communicating public health content

Assessment(s):

- Culture and Client Assignment
- Social Determinates Essay

FC-22. Apply systems thinking tools to a public health issue

Assessment(s):

- Mapping from Silo to System Assignment
- Social Determinates Essay

### Course Objectives:

**Upon completion of this course:**

1. Students will examine the systems at play during their Applied Practice Experience
2. Students will inventory a public health system that is addressing a public health issue
3. Students will obtain a public health experience through face to face learning outside the classroom
4. Students will explore cultural humility through a system/global perspective

EXHIBIT D – COURSE SYLLABUS

**Assignments and Grading:**

The format for this course will include a combination of discussions, assignments, time sheets, and work product deliverables.

Grading System		
Letter Grade	Grade Point	Earned Points
A	4.00	96-100
A-	3.67	92-95
B+	3.33	88-91
B	3.00	84-87
B-	2.67	80-83
C+	2.33	76-79
C	2.00	72-75
C-	1.67	68-71
F		Below 68
I (Incomplete)	0.00	
W (Withdraw)	0.00	
P PASS	*	
F FAIL	*	

\*For Pass/Fail Courses Only

**ATTENDANCE**

For the Fall 2021 Applied Practice Experience Course, students will be **required to meet (virtually) with the course instructor during the first two weeks of class** to go over the syllabus. Students will also be required be present at their Applied Practice Experience Site. Attendance at the face-to-face virtual meeting with the course instructor counts towards class participation points.

**CLASS PARTICPATION: (20 Points) FC-6, FC-11, FC-17, FC-20, FC-22**

Class participation plays a key role in the course. This semester, class participation points will be awarded for students' attendance at the face-to-face class meeting and through participation in class discussion board posts. Class participation will be granted to students who actively participate in the discussion board. Each student must post one paragraph to the discussion board two times during the semester on **Friday, October 8<sup>th</sup>, 2021 by 5:00PM** and on **Friday, December 3<sup>rd</sup>, 2021 by 5:00PM**.

The post on **Friday, October 8<sup>th</sup>, 2021** must contain the following information:

- 1) Where you are completing your APE.
- 2) Three (3) things that you learned so far during your APE.
- 3) A minimum of one (1) challenge that you faced so far during your APE.
- 4) Three (3) CEPH Foundational Competencies that you used during your APE.
- 5) Three (3) knowledge areas or skills that you learned in your MPH coursework that you were able to apply to your APE.

The post on **Friday, December 3<sup>rd</sup>, 2021** must contain the following information:

- 1) A summary of the skills and knowledge that you gained during your APE.

## EXHIBIT D – COURSE SYLLABUS

- 2) A minimum of one (1) challenge that you faced so far during the second half of your APE
- 3) Three (3) CEPH Foundational Competencies that you used during the second part of your APE.
- 4) Three (3) knowledge areas or skills that you learned in your MPH coursework that you were able to apply to during the second half of your APE.

Additionally, students are asked to post a one or two sentence response to two (2) other student's discussion board post. These posts are due **Tuesday, October 12<sup>th</sup>, 2021 at 5:00PM.** and **Monday, December 6<sup>th</sup>, 2021 at 5:00PM.** Late posts will not be accepted.

### **TIME SHEETS: (20 POINTS)**

Time sheets are due on a bi-weekly bases (every two weeks). Time sheets need to be signed (digital) by your Applied Practice Experience preceptor and submitted to black board. Please treat this like a job, late time sheets will not be accepted.

### **Two Work Product Deliverables and Deliverable Coversheets: (10 POINTS)**

Two work place products are required. Work products **MUST** be approved by one of the course instructors in order to be submitted. Students must submit a written proposal via email to the course instructors by **Friday, September 24<sup>th</sup>, 2021 at 11:59PM.** In this email, students must include an overview of the project, the anticipated amount of time they will spend working on the project, and whether the project has been approved by their APE Site. If a student does not submit their proposal by the **September 24<sup>th</sup>, 2021** deadline, their deliverable(s) and Coversheet(s) will not be accepted.

The work product deliverables need to be a useful product for your organization. Each product is worth 5 points. Products can include but not limited to: brochures, ppt presentations, reports etc. In addition to the work product deliverables, students are required to submit a 1 to 2 page coversheet with each of their two deliverables that includes:

- 1) An introduction to the deliverable and what it is.
- 2) The approximate amount of time that they spent working on the deliverable.
- 3) The purpose of deliverable/what it will be used for.
- 4) If part of a group project, the percent of the project that they created (This must be greater than 75%).

### **Mapping and Discussion Assignments: (40 POINTS)**

Five discussion assignments will be required throughout the course. Each assignment is worth 8 points. Students are required to post their assignments to blackboard. Please refer to the rubric for the assignment point allocations.

1. Mapping from Silo to System: Create a Conceptual Framework for the Public Health System you are working in. Use the socio-ecological model as a tool for identifying the key stakeholders who are addressing the public health issue. Summarize the map in text form. FC-22
2. Mapping the Program: Create a logic model for the program you are working in. Identify methods to

## EXHIBIT D – COURSE SYLLABUS

evaluate the program. Summarize the map in text form. FC-11

3. Culture and Client: Describe the importance of cultural in communicating public health content to your clients. FC-20

4. Undermining Health: Discuss structural bias, social inequity and/or racism that could undermine the health of your client. How might these issues affect health? How might you address these issues from an organization, community and/or societal level? FC-6

5. Student Perspective: Identify a time in your field placement where you needed to negotiate and/or use mediation skills to address an issue. Describe the issue and the applied negotiation and mediation skills used to overcome the problem. FC-17

**Social Determinants Essay: (10 Points)** Students will read and write one individual essay using the book, “Can Anyone Hear Us?: Voices of the Poor (World Bank Publication) Paperback”. The assignment should be no more than 4-5 pages in length and is worth 10 points. Students are required to post their assignment to blackboard. Please refer to the rubric for the essay point allocations. PDF of the book is provided. FC-6, FC-20, FC-22

**Evaluations:** Students are expected to complete two evaluations of their applied practice experience. First evaluation will be completed at 100 hours. Second evaluation will be completed at 200 hours.

Activity	Points
CLASS PARTICPATION	20 Points
TIME SHEETS	20 Points
Mapping and Discussion Assignments	40 Points
Two Work Product Deliverables and Deliverable Coversheets	10 Points
Social Determinants Essay	10 Points

### Course Policies

**Attendance:** Attendance is mandatory for this course. Students are expected to attend every class session. If you are unable to attend, please notify the professor by email **before** the class. Absences may adversely affect your participation grade.

**Due Dates:** All assignments are due on the dates indicated. **No late assignments will be accepted**; no points will be given. If the student knows in advance that they will have to miss a class, it is the student’s responsibility to arrange with the instructor to turn the assignment in early. Resubmissions of work done in a prior course is not approved or accepted.

**Examination Policy:** The Final examination schedule and policy is set by the Upstate MPH program. You should refer to the Upstate MPH student handbook for examination policy and the semester schedule for the date and time of the final exam.

## EXHIBIT D – COURSE SYLLABUS

**Absences from in-class examinations:** All absences must be approved by the professor prior to the class examination.

**Technology:** Cell phones or equivalent are strictly prohibited during class. Cell phone or equivalent may be on the table in front of you, ringer off, for monitoring family or work concerns. If you need to respond to a message or answer a call, please mute your audio and briefly turn off your video. Using your cell phone or equivalent during the class is grounds for dismissal from the class period. Recording devices are strictly prohibited during class time.

**Laptops are permitted for each class. Use of Laptops for non-class activity is grounds for dismissal from the class period.**

**Grade of “Incomplete”:** An incomplete grade is only given if a student has successfully passed the first half of the class and is unable to successfully complete the second half due to a documented illness or other extenuating circumstances that the instructor genuinely believes will not permit the student to go on and successfully complete the course at this time. Those who take incompletes are responsible for completing the course.

**Religious observance:** Religious observance is supported through policies at Upstate. The policies recognize the diversity of faiths represented among the campus community and protect the rights of students, faculty, and staff to observe religious holy days according to their tradition. Under the policies, students are provided an opportunity to make up any examination, study, or work requirements that may be missed due to a religious observance provided they notify their instructors before the end of the second week of classes. If your religious obligations will preclude your attendance in class during the semester or necessitate an adjustment to an assignment or exam due date, you must discuss with the professor before the end of the second week of class.

**ADA and Access Statement:** Upstate Medical University is committed to creating a learning environment that meets the needs of its diverse student body. Students who anticipate or experience any barriers to learning in this course, such as health events (ex. illness or injury), or significant life events (ex. a loss, a caregiving emergency) should notify the professor as soon as possible ([webbmi@upstate.edu](mailto:webbmi@upstate.edu) or by phone 315-212-5291).

If you have a disability, or think you may have a disability, please schedule a meeting with someone from our Disability Support Services Office to begin this conversation or to request an official accommodation. You can find more information about Disability Support Services here:

<https://www.upstate.edu/currentstudents/support/disabilities/index.php>.

You may also visit their office in room 130 of the Health Sciences Library (M-F, 8:30am – 4:30pm), call their office at 315-464-8855 or send an email to [StuServe@upstate.edu](mailto:StuServe@upstate.edu). If you have already been approved for accommodations through Disability Support Services, please contact your professor to review your accommodations letter and develop an implementation plan together. [[webbmi@upstate.edu](mailto:webbmi@upstate.edu)]

## EXHIBIT D – COURSE SYLLABUS

**Academic Integrity:** Upstate Medical University holds students accountable for the integrity of the work they submit. Students should be familiar with the Policy and know that it is their responsibility to learn about instructor and general academic expectations with regard to proper citation of sources in written work. The policy also governs the integrity of work submitted in exams and assignments as well as the veracity of signatures on attendance sheets and other verifications of participation in class activities. Serious sanctions can result from academic dishonesty of any sort. For more information and the complete policy, see <http://www.upstate.edu/student-handbook/conduct.php>

**Plagiarism:** Plagiarism is a form of academic dishonesty where one presents ideas of another as his/her own. Material submitted by a student is expected to consist of the student's original thought and writing. In the event that another's work is used to support the argument or discussion presented, it is expected that appropriate citation (quotation marks, internal reference, footnotes or endnotes, etc.) will be supplied. Additionally, if students collaborate on a project or write-up, all collaborating students should be clearly identified (e.g., \*Work prepared with student XYZ, MS1\*). The program in public health also follows the Upstate Medical University medical school policies on this matter, and students may find detailed guidelines for this policy in the Student Handbook. For information about proper citation, refer to the SUNY Upstate Library Writing and Publishing Guide at <http://upstate.libguides.com/writing>

**Grading system:** A-F, consistent with the Upstate MPH program policy

**Students are responsible** for reading, and abiding by, Upstate MPH policies as set forth in the Upstate MPH Student Handbook.

### Mistreatment Policy

An appropriate student learning environment should foster professional growth, support academic achievement, and encourage the attainment of educational goals. Upstate's learning environment should model professionalism and civility and be characterized by professional behaviors. All members of the Upstate community, including faculty, staff and learners attest to the Upstate Code of Conduct and should demonstrate the values prescribed therein. Breaches in professional behavior threaten the learning environment and will not be tolerated. The Upstate Code of Conduct can be found on the website at: <http://upstate.edu/student-handbook/conduct.php>

### College of Medicine Policies and Procedures

SUNY Upstate can be found at the following link: <http://www.upstate.edu/curriculum/procedures.php>

**EXHIBIT D – COURSE SYLLABUS**

<b>Course Schedule</b>
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Date	Activity/Deliverable	Notes/ Reading	Competencies	Points
During the First Two Weeks of Classes	Virtual Face-to-Face Class Meeting with Course Instructor	Social Determinants Reading	FC-6, FC-11, FC-17, FC-20, FC-22	Part of student's class participation grade
September 6 <sup>th</sup>	Time sheet due			
September 14 <sup>th</sup>	Mapping from Silo to System Assignment		F-22	8
September 20 <sup>th</sup>	Time sheet due			
September 24 <sup>th</sup>	Deliverable Proposal Email Due at 11:59PM			
September 27 <sup>th</sup>	Mapping the Program Assignment		FC-11	8
October 4 <sup>th</sup>	Time sheet due			
October 8 <sup>th</sup>	Class Discussion Board Post #1 due at 5:00PM			Part of student's class participation grade
October 12 <sup>th</sup>	Discussion Board Responses due at 5:00PM	Social Determinants Reading		Responses are part of student's class participation grade
October 18 <sup>th</sup>	Time sheet due	Social Determinants Reading		
October 25 <sup>th</sup>	Culture and Client Assignment		FC-20	8
November 1 <sup>st</sup>	Time sheet due	Social Determinants		
November 8 <sup>th</sup>	Undermining Health Assignment		FC-6	8
November 15 <sup>th</sup>	Time sheet due	Social Determinants Reading		



**EXHIBIT D – COURSE SYLLABUS**

November 22 <sup>nd</sup>	Thanksgiving Break! Spend some time with your family and Friends!			
November 29 <sup>th</sup>	Time sheet due	Social Determinants Reading		
December 3 <sup>rd</sup>	Class Discussion Board Post #2 due at 5:00PM			Part of student's class participation grade
December 6 <sup>th</sup>	Student Perspective Assignment; Discussion Board Responses due at 5:00PM	Social Determinants Reading	FC-17	8; Responses are part of student's class participation grade
December 10 <sup>th</sup>	Final Time sheet due; <b>Social Determinants Essay Due;</b> <b>Two Work Product Deliverables and Deliverable Coversheets Due</b>		FC-6, FC-20, FC-22	20



# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

April 6, 2022

FN 20 22-144

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive:

Due to COVID we will not be able to use all funds received from the CLPPP+ Grant as they are currently budgeted, I therefore request your Board's approval for the following 2022 fund transfers:

TO:

AA# A4015.495 - - - Public Health/Lead Screening Program/Other Expenses.....\$50,000.00

FROM:

AA# A4015.109 - - - Public Health/Lead Screening Program/Salaries, Other.....\$50,000.00

Respectfully Submitted,

*Daniel W. Gilmore*  
Daniel W. Gilmore, PH.D., MPH  
Public Health Director

CC: County Attorney  
Comptroller  
Budget Director

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

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

Date 4-7-22

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057

Anthony J. Picente, Jr.  
County Executive



Colleen Fahy-Box  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**  
**COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501**  
**PHONE: 315-798-5260 ~ FAX: 315-793-6044**

FN 20 22-145

March 31, 2022

HEALTH & HUMAN SERVICES  
WAYS & MEANS

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

Dear Mr. Picente:

Re: Template Agreement for all Consumer Directed Personal Assistance Program (CDPAP) Providers

I submit the enclosed Purchase of Services Template Agreement for review and approval by the Board of Legislators with a request that it be approved as a template for all the County's CDPAP Provider Agency agreements under one resolution.

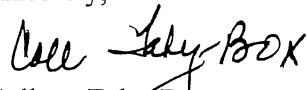
CDPAP is a statewide Medicaid program that allows eligible individuals deemed "self-directing" to direct their own care by selecting and training their own personal caregiver/assistant. The CDPAP Provider Agency assumes the role of fiscal intermediary and acts as the paymaster of record for the Consumer Directed Personal Assistant. The CDPAP Provider Agency provides local assistance, quality assurance, and facilitates peer support, including the establishment of an advisory committee. The CDPAP Provider Agency will work closely with the Department in all phases of the delivery of CDPAP.

The terms of these Agreements is from June 1, 2021 through May 31, 2026. The cost of these Agreements is paid directly by New York State through eMedNY. The local cost of this service is included in Oneida County's Medicaid Cap.

Please forward this Agreement to the Board of Legislators.

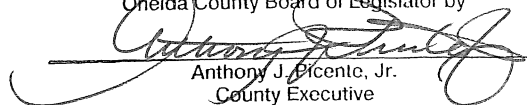
Thank you for your consideration.

Sincerely,

  
Colleen Fahy-Box  
Commissioner

CFB/tms  
attachment

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4-4-22

# XXXXX

**Oneida Co. Department Social Services**

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

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

**Name of Proposing Organization:** Various Consumer Directed Personal Assistance Program (CDPAP) Providers.

**Title of Activity or Services:** Consumer Directed Personal Assistance Program

**Proposed Dates of Operations:** June 1, 2021 through May 31, 2026

**Client Population/Number to be Served:** Chronically ill or physically disabled individuals.

**SUMMARY STATEMENTS**

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

The Agency will assume the role of fiscal intermediary and act as the paymaster of record for the Consumer Directed Personal Assistant. The CDPAP Provider Agency will provide local assistance, quality assurance, and facilitate peer support, including the establishment of an advisory committee for the purpose of program review and support. The CDPAP Provider Agency will work closely with the Department in all phases of the delivery of CDPAP provided under this agreement.

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

- This Medicaid program provides services to chronically ill or physically disabled individuals who have a medical need for help with activities of daily living (ADLs) or skilled nursing services.
- Services can include any of the services provided by a personal care aide (home attendant), home health aide, or nurse.
- Consumers have flexibility and freedom in choosing their caregivers.
- The consumer or the person acting on the consumer's behalf (such as the parent of a disabled or chronically ill child) assumes full responsibility for hiring, training, supervising, and, if necessary, terminating the employment of persons providing the services.

**3). Program Design and Staffing Level - N/A**

**Total Funding Requested:** Rates approved by New York State.

**Mandated or Non-Mandated - Mandated Service**

**Oneida County Dept. Funding Recommendation:** N/A

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

**Cost Per Client Served:** Rates approved by New York State and vary according to level of care.

**Past Performance Served:** This Contractor is paid directly by New York State through eMedNY and the cost to the Department is included in the County's Medicaid cap.

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

The Department requests that this Purchase of Service Agreement be approved as a template for the all CDPAP Provider Agencies that Oneida County contracts with.

# XXXXX

## AGREEMENT

THIS AGREEMENT, is hereby entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, through its Department of Family and Community Services (hereinafter referred to as the “Department;” collectively referred to as the “County”), and Various Consumer Directed Personal Assistance Program Providers, a limited liability company organized and existing under the laws of the State of New York, with offices located at \_\_\_\_\_ (hereinafter referred to as the “CDPAP Provider Agency”). All parties to the Agreement shall collectively be known as the “Parties.”

### WITNESSETH

WHEREAS, in accordance with Sections 365-f and 367-p (c) of the Social Services Law, the parties seek to enable Medicaid recipients (the “Consumer”) to utilize the Consumer Directed Personal Assistance Program (“CDPAP”). The CDPAP Provider Agency will provide services for the Oneida County Department of Social Services;

NOW, THEREFORE, the Parties hereby agree as follows:

#### **A. Responsibilities of the CDPAP Provider Agency:**

1. The CDPAP Provider Agency shall assume the role of fiscal intermediary and act as the paymaster of record for the Consumer Directed Personal Assistant (the “CDPA”).
2. The CDPAP Provider Agency shall provide local assistance, quality assurance, and facilitate peer support, including the establishment of an advisory committee for the purpose of program review and support.
3. The CDPAP Provider Agency shall work closely with the Department in all phases of the delivery of CDPAP to be provided under this Agreement.
4. Upon the completion of the rate approval process by the New York State Department of Health, The CDPAP Provider Agency shall undertake the following:
  - a. Process the payroll for each CDPA, including withholdings for federal, state and local income tax and Social Security (“FICA”) and act as the employer of record for FICA.
  - b. Monitor the completion of the required annual CDPA health assessment and all required employment documents.
  - c. Act as the employer of record for insurance, unemployment, and workers’ compensation benefits.
  - d. Coordinate annual leave, health insurance, and other benefit programs for each CDPA.
  - e. Distribute paychecks to each CDPA.
  - f. Monitor the completion of the required nursing assessment forms and the Consumer agreement outlining responsibilities assumed thereby.

5. Assist the Consumer with recruitment and service coverage referrals and provide informational support for training, supervision, advocacy, and personal management.
6. Monitor the Consumer's ability to meet contractual obligations.
7. Provide local support to the Consumer by coordinating payroll distribution, the distribution of forms, and the collection of information.
8. Maintain a personnel record for each CDPA which shall include, at a minimum, the original and a copy of enrollment forms, the annual CDPA worker health assessments, and the information needed for payroll processing and benefit administration.
9. Maintain a Consumer record, which shall include the original and a copy of the following documents: the Department's approval/referral, the Department's service authorizations, the agreement signed by the Consumer outlining the responsibilities the Consumer has assumed, the periodic nursing assessments, and other documentation of the CDPAP Provider Agency's effort to monitor the Consumer's ability to meet its obligations.
10. Coordinate access to health facilities capable of providing the required annual CDPAP health assessment and other health related program requirements.
11. Establish an advisory committee which shall consist of disabled Consumers, advocates and/or other interested parties. The committee will oversee quality assurance of this Agreement and provide the Department and the CDPAP Provider Agency with assistance and support, which may include peer counseling, referral and program monitoring.
12. Provide the Department with monthly statistical reports in the manner and form determined by the Department to be necessary and appropriate, to permit the proper documentation of the growth of the CDPAP and the level of savings achieved as a result of this Agreement.
13. The CDPAP Provider Agency shall adhere to all requirements of being a Medicaid Provider which are outlined in the New York State Medicaid Provider Manual.
14. Medicaid eligibility of the Consumer shall be verified by the CDPAP Provider Agency prior to services being performed.
  - a. A CDPAP Provider Agency not verifying eligibility prior to the provision of services will risk the possibility of nonpayment for those services, as the Department shall not be responsible for payment of services rendered to individuals not eligible for Medicaid at the time the service is rendered.
  - b. As a Medicaid Provider, the CDPAP Provider Agency shall verify eligible recipients through the New York State Medicaid Eligibility Verification and Dispensing Validation System (the Provider Manual can be found at:

[https://www.emedny.org/ProviderManuals/AllProviders/PDFS/Informationfor\\_AI1\\_Providers](https://www.emedny.org/ProviderManuals/AllProviders/PDFS/Informationfor_AI1_Providers); or by calling the eMedNY call center at (800) 343-9000).

**B. Responsibilities of the Consumer:** Although the Consumer is not a party to this Agreement, the Consumer and/or the Consumer's designated representative shall undertake the following and the Consumer shall be required to execute a separate agreement confirming his/her responsibilities as enumerated below:

1. Recruit, interview, hire, train, supervise, schedule, and terminate the CDPA.
2. Provide equal employment opportunities as specified in the Consumer's agreement with the CDPAP Provider Agency and the Employment/Wage Agreement, which are signed by both the Consumer and the CDPA.

3. Inform the CDPAP Provider Agency and the Department of any change in the Consumer's status; including but not limited to, address, telephone number or hospitalization.
4. Inform the CDPAP Provider Agency of any change in the CDPA status; including but not limited to, names, addresses, telephone numbers and hours worked.
5. Inform the Department of any change in CDPA status, including but not limited to names, addresses, and telephone numbers.
6. Process the required paperwork for the CDPAP Provider Agency including time sheets, annual CDPA health assessments, and required employment documents.
7. Arrange and schedule back up CDPA coverage for vacations, holidays, and in case of illness.
8. Insure that each CDPA works the hours indicated on the time sheet.
9. Meet with a registered nurse once every six months for the required nursing review.
10. Enter into a written agreement with the CDPAP Provider Agency which acknowledges these responsibilities.

**C. Responsibilities of the Department:**

1. Determine that the Consumer is a resident of the authorizing County and is Medicaid eligible to participate in the CDPAP Program. Medicaid eligibility of the Consumer shall be verified by the CDPAP Provider Agency prior to the service being performed.
2. Determine that the Consumer is eligible for long term care and services provided by a certified home health agency, the long term home health care program, the AIDS home care program or personal care services.
3. Determine that the Consumer is in need of home care services or private duty nursing, pursuant to an assessment of the Consumer's appropriateness for the program conducted with an appropriate long term home health care program, certified home health agency, or an AIDS home care program, or pursuant to the personal care program.
4. Determine that the Consumer is able and willing to make informed choices, has a legal guardian who is able and willing to make informed choices, or has a designated relative or other adult who is able and willing to assist in making informed choices, as to the type and quality of services, including, but not limited to, nursing care, personal care, transportation, and respite services.
5. Determine Consumer's eligibility for the CDPAP Program, through its approved annual plan procedure including the initial assessment and periodic reassessments. The Department shall authorize the reimbursement for CDPAP services to the CDPAP Provider Agency as prescribed by the New York State Department of Health and its applicable rules and regulations regarding reimbursement to Medicaid Providers. Notwithstanding the foregoing, the CDPAP Provider Agency shall verify the Consumer's Medicaid eligibility prior to providing the service. A CDPAP Provider Agency not verifying eligibility prior to provision of services will risk the possibility of nonpayment for those services. As a Medicaid Provider, the CDPAP Provider Agency shall verify eligible recipients through the New York State Medicaid Eligibility Verification and Dispensing Validation System.
6. It is understood by the Parties that the Department shall not remit payment to the CDPAP provider Agency for any services rendered under this Agreement. Eligible Medicaid service payments are paid directly through New York State. Services rendered by the



CDPAP Provider Agency for non-Medicaid eligible services shall neither be reimbursed by New York State nor by the Department.

7. Transfer the Consumer to other programs with more traditional agency control should the Consumer be deemed inappropriate to continue participation in the CDPAP.
8. Provide all eligible individuals receiving home care with notice of the availability of the program and an opportunity to apply for participation in the program.
9. The Department shall provide Consumers with the appropriate fair hearing notice and the opportunity for a fair hearing with aid continuing, if appropriate, at such times as the Department requires.

#### **D. Insurance Requirements:**

1. The CDPAP Provider Agency shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  - a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
    - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - ii. Oneida County and any other parties required by the Department shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured(s).
  - b. Workers' Compensation and Employer's Liability
    - i. Statutory limits apply.
  - c. Automobile Liability
    - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
    - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
    - iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
  - d. Commercial Umbrella
    - i. Umbrella limits must be at least \$1,000,000.
    - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
    - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

2. Waiver of Subrogation: The CDPAP Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
3. Certificates of Insurance: Prior to the start of any work, the CDPAP Provider Agency shall provide certificates of insurance to the Department. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the CDPAP Provider Agency's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Department.

**E. Term:**

1. The term of this Agreement is June 1, 2021 through May 31, 2026.
2. The option to renew this Agreement is at the sole discretion of the Department and notice to the CDPAP Provider Agency shall be provided prior to the end of the term of this Agreement. Either party shall give notice in writing of its intention not to renew the Agreement.

**F. Right to Terminate Agreement:**

1. Upon thirty (30) days' written notice, any party may terminate this Agreement without further liability.
2. This Agreement shall terminate immediately upon notification from New York State that State and/or federal funds are unavailable for these services or for any other reason specified by the Department.

**G. Indemnification:**

To the fullest extent permitted by applicable law, the CDPAP Provider Agency shall indemnify and hold harmless, and at the 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 CDPAP Provider Agency, its officers, agents, employees (including the CDPAP provider Agency's Assistants or other Authorized Personnel) arising out of or in connection with the exercise by the CDPAP Provider Agency or any of the CDPAP Provider Agency's Authorized Personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of the County.

## **H. Performance of Services:**

1. The CDPAP Provider Agency represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services. The CDPAP Provider Agency shall use its best efforts to perform the services such that the results are satisfactory to the Department. The CDPAP Provider Agency shall be solely responsible for communication with the Consumer, or the Consumer's designated caregiver, in order to determine the location, method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
2. The CDPAP Provider Agency may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as it deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the Department, and the Department shall have no obligation to provide the Assistants with any salary or benefits. The CDPAP Provider Agency shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the Department, in compliance with any and all applicable federal, state or local laws and regulations. The CDPAP Provider Agency shall expressly advise the Assistants of the terms of this Agreement.
3. The CDPAP Provider Agency acknowledges and agrees that it and its Assistants have no authority to enter into contracts that bind the Department or create obligations on the part of the Department without the prior written authorization of the Department.
4. The CDPAP Provider Agency shall inform the Department within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The CDPAP Provider Agency maintains the right to do so at any time, and the Department maintains the right to contract with other individuals or entities to perform the same services.

## **I. Independent Contractor Status:**

1. It is expressly agreed that the relationship of the CDPAP Provider Agency and its Assistants to the Department shall be that of Independent Contractors. The CDPAP Provider Agency's Assistants shall not be considered employees of the Department for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The CDPAP Provider Agency, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that neither the CDPAP Provider Agency, nor its Assistants, shall hold themselves out, nor claim to be, officers or employees of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department.
2. The CDPAP Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The CDPAP Provider Agency and the Department agree that the CDPAP is free to undertake other work

- arrangements during the term of this Agreement, and may continue to make its services available to the public.
3. Neither the CDPAP Provider Agency, nor its Assistants, shall be eligible for compensation from the Department due to:
    - a. Illness;
    - b. Absence due to normal vacation; or
    - c. Absence due to attendance at school or special training or a professional convention or meeting.
  4. The CDPAP Provider Agency acknowledges and agrees that neither the CDPAP Provider Agency, nor its Assistants, shall be eligible for any Department employee benefits, including retirement membership credits.
  5. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the CDPAP Provider Agency's or its Assistants' Independent Contractor status, it is agreed that both the Department and the CDPAP Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
  6. The CDPAP Provider Agency shall comply with the federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

**J. Entire Agreement:**

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement and are fully incorporated herein. By signing below, the parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in any addenda attached hereto, including, but not limited to Addendum I (Standard Oneida County Conditions), Addendum II (New York State Conditions), Addendum III (Standard Clauses for All Oneida County Department of Social Services), and Exhibit A (Oneida County Department of Social Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement). No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written below.

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

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

Approved: \_\_\_\_\_  
Kimberly A. Kolch, Assistant County Attorney

Date: 3/25/22

Oneida County Department of  
Family and Community Services: \_\_\_\_\_  
*Colleen Fahy-Box*  
Colleen Fahy-Box, Commissioner

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

Name of CDPAP Provider: \_\_\_\_\_

APPENDIX A  
NEW YORK STATE CONDITIONS

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
  - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- \* (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

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

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

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

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

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



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

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

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

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

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

## APPENDIX B

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

#### PERSONNEL

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

#### NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
  1. By certified or registered United States mail, return receipt requested;
  2. By facsimile transmission;
  3. By personal delivery;
  4. By expedited delivery service; or
  5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

## OFFICE SERVICES

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

## GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

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

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
  1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
  3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
  4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
  5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
  6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
  7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

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

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](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, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

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

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## PATENTS AND INVENTIONS

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

## TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

## CONTRACTOR COMPLIANCE

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

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

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

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

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

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

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

## FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

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

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

## ADDITIONAL ASSURANCES

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

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

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

#### RENEWAL NOTICE TO CONTRACTORS

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

#### COMPLIANCE WITH LAW

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

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

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

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

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

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

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

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

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

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NAME OF CONTRACTED AGENCY

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PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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**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:

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.
  11. 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.
  111. 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 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;

11. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an 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.

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

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

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

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
11. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  11. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  111. 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:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
11. 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;
11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- 1v. 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;
- v1. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- v11. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- v111. 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

1x. 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:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

11. 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

111. 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 I09 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 I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 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:
  1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  11. 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:

1. Upon all real property owned or leased by the County of Oneida;  
and

11. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW§ 201-G

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

Anthony J. Picente, Jr.  
County Executive



Colleen Fahy-Box  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**  
**COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501**  
**PHONE: 315-798-5260 ~ FAX: 315-793-6044**

March 31, 2022

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

FN 20 22-146

HEALTH & HUMAN SERVICES

RE: Contracts with Various Private Duty Nursing Service Providers

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 Agencies under one resolution.

The term is for five years and the agreements run from June 1, 2021 through May 31, 2026. 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 this service in 2020 was \$789,476.00. This Agreement is a fee for service and costs can vary, however, based on the amount paid for the service in 2020, it is estimated the cost of this service will be approximately \$3,947,380.00 with a local share included in the Medicaid Cap.

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  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 4-4-22

CFB/tms  
attachment

# XXXXX

Oneida Co. Department of Family  
and Community Services

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

Oneida County Board of Legislators  
Contract Summary

**Name of Proposing Organization:** Various Private Duty Nursing Providers

**Title of Activity or Services:** Private Duty Nursing

**Proposed Dates of Operations:** June 1, 2021 through May 31, 2026

**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 \$):** 2020 costs were \$ 789,476.00. These costs are paid directly by the State through eMedNY and is included in the Counties Medicaid Cap. Based on the historical cost it is estimated to cost the state \$ 3,947,380.00 for the five year term of this agreement.



**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 this service in 2020 was \$789,476.00. Based on past year's use, it is estimated the cost of this agreement for the five year term will be approximately \$ 3,947,380.00 with a local share is included in the Medicaid Cap.

**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 Family and Community Services (hereinafter individually called the “Department,” the Department and Oneida County shall be collectively called the “County”), and: \_\_\_\_\_, a CONTRACTING AGENCY FOR PRIVATE DUTY NURSING SERVICES with its principal place of business at 2614 Genesee Street, Utica, New York 13502 (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 instrument 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, 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 be as follows: From June 1, 2021 through May 31, 2026. 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's 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. All Provider 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. 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

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 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.

(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 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 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 Commercial 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.

(e) To the fullest extent permitted by applicable law, the Contractor 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 Contractor, its officers, agents, employees (including the Contractor's Assistants or other authorized personnel) arising out of or in connection with the exercise by the Contractor or any of the Contractor'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 to 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 the 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.

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: \_\_\_\_\_

Richard P. Ferris, Assistant County Attorney

\*\*\*\*\*

Date: 3/25/22

Oneida County Department of Social Services: Colleen Fahy-Box

Colleen Fahy-Box, Commissioner

\*\*\*\*\*

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

Agency: \_\_\_\_\_

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

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

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

Provider Number: \_\_\_\_\_

\*\*\*\*\*

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.

Various Agency.  
Private Duty Nursing

#XXXXXX  
June 1, 2021 through May 31, 2026



- 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)

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

APPENDIX B  
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

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](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 State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with

children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign 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, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

## PUBLICATIONS AND COPYRIGHTS

*Various Agency.  
Private Duty Nursing*

#XXXXXX  
*June 1, 2021 through May 31, 2026*

- 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

*Various Agency.  
Private Duty Nursing*

#XXXXXX  
*June 1, 2021 through May 31, 2026*

- 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.

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NAME OF CONTRACTED AGENCY

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PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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**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: \_\_\_\_\_

*Various Agency.  
Private Duty Nursing*

#XXXXXX  
*June 1, 2021 through May 31, 2026*

**ADDENDUM -- STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this 1st day of June, 2021, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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



3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
  - i. The Contractor certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
  - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. The Contractor will or will continue to provide a drug-free workplace by:
    - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use

of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

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

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

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

- ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
    - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
  - b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
    - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
    - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
  - c. The Contractor shall:
    - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
    - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
    - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
    - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County,

agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

- v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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



national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the

*Various Agency.  
Private Duty Nursing*

#XXXXXX  
*June 1, 2021 through May 31, 2026*

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.

*Various Agency.  
Private Duty Nursing*

#XXXXXX  
*June 1, 2021 through May 31, 2026*

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida;  
and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

Anthony J. Picente, Jr.  
County Executive



Colleen Fahy-Box  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**  
**COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501**  
**PHONE: 315-798-5260 ~ FAX: 315-793-6044**

March 31, 2022

FN 20 27 117

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

RE: Contracts with Various Day Care Providers

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

I am respectfully requesting that this Agreement for Day Care Providers be approved for use with all agencies the Department contracts with for this service.

Day Care Services insure children are well cared for while eligible families participate in required work participation activities, training and/or employment.

The term of these Agreements is October 1, 2021 through March 31, 2026, and payment is based on Day Care "Market Rates" as determined by New York State Office of Children and Family Services. In 2020, the Department spent \$ 5,527,553.00 to pay Day Care service providers with an approximate local share of 18.20% or \$ 1,006,015. These agreements are for five years with an estimated cost of \$ 27,637,765.00 for Day Care service providers and a local share of \$5,030,073.25.

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

Sincerely,

*Colleen Fahy-Box*  
Colleen Fahy-Box  
Commissioner

CFB/tms  
attachment

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

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

Date 4-4-22



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 Day Care Agencies

**Title of Activity or Services:** Day Care Services for children

**Proposed Dates of Operations:** October 1, 2021 through March 31, 2026

**Client Population/Number to be Served:** Children in need of Day Care Services up to age 12.

**SUMMARY STATEMENTS**

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

Provide Day Care Services to eligible families.

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

To provide safe quality Day Care Services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

**3). Program Design and Staffing Level - N/A**

**Total Funding Requested:**

Rates are determined by New York State Office of Children and Family Services

**Oneida County Dept. Funding Recommendation:** Account #:A6055.495

**Mandated or Non-Mandated:** Mandated Service

**Proposed Funding Source (Federal \$ /State \$ / County \$): (Per Year)** 2020 costs for this service equated to \$ 5,527,553.00 utilizing this cost it is anticipated to cost \$ 27,637,765.00 over a five year period

	Annually Cost
Federal	63.80% = \$3,526,578.81
State	18.00% = \$ 994,959.54
County	18.20% = \$1,006,014.65

**Cost Per Client Served:** Rates vary based on age of youth and number of hours in service. The Department paid a total of \$ 5,527,553.00 for all Day Care services in 2020. The anticipated cost for five years is \$ 27,637,765.00 however it should be noted this amount could be more or less in any particular year.

**Past performance Served:**

**O.C. Department Staff Comments:** The Department is satisfied with the performance of all Day Care Centers and the Department contracts with a number of Centers to ensure the availability of services when needed.

**THIS AGREEMENT**, is hereby entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal offices at 800 Park Avenue, Utica, New York 13501, through its Department of Family and Community Services (hereinafter collectively called the “Department”), and DAYCARE PROVIDER NAME, organized and existing under the laws of the State of New York, with principal offices located at \_\_\_\_\_ (hereinafter called the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the Commissioner of Social Services of the County of Oneida (hereinafter called the “Commissioner”), is authorized under Section 410 et seq. of the Social Services Law (“SSL”) to provide Day Care Services at public expense for children residing in her territory who are eligible pursuant to criteria established by the New York State Office of Children and Family Services; and

**WHEREAS**, the Commissioner may provide such Day Care Services either directly or through the purchase of such care from a private non-profit corporation or association pursuant to Section 410 (3)(a) of said SSL. The Day Care Provider may also be a private proprietor provided the conditions set forth pursuant to Section 410(3)(a) are met; and

**WHEREAS**, the Contractor is authorized to provide Day Care Services by reason of holding a valid permit pursuant to Section 390 of the SSL; and

**WHEREAS**, Day Care Services are included in the latest Comprehensive Annual Social Services program Plan for New York State including the Oneida County Social Services District; and

**WHEREAS**, the fee paid for Day Care Services is the Day Care “Market Rate” as determined by the New York State Office of Children and Family Services, and the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

**WHEREAS**, it is economically and organizationally feasible for the Department to contract with the Contractor for performance of Day Care Services;

**NOW THEREFORE**, it is mutually agreed between the Department and the Contractor as follows:

**I. Term**

- a. The terms and conditions of this Agreement shall commence on October 1, 2021 and terminate on March 31, 2026.
- b. The option to renew this Agreement is at the sole discretion of the Department and notice shall be provided to the Contractor prior to the end of the term of this Agreement.

**II. Termination**

- a. This Agreement may be terminated by either party upon 30 days written notice to the other party.

**III. Responsibilities of the Contractor**

- a. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the New York State Office of Children and Family Services.
- b. The Contractor shall provide quality day care to children between \_\_\_\_ and \_\_\_\_ years of age for a portion of the day and less than 24 hours, outside their home in accordance with New York State and Federal standards for day care (“Day Care Services”).
- c. The Contractor shall provide the Day Care Services at its place(s) of business as specified in Attachment A. There are no other locations where the Contractor will provide Day Care Services.
- d. A child receiving Day Care Services from the Contractor must be at least \_\_\_\_\_ years of age, and no more than \_\_\_\_ years of age since this is the basis for issuance of the Contractor’s permit.
- e. The Contractor shall furnish such Day Care Services in accordance with applicable requirements of law and shall cooperate with the departments, as may be required, so that the Department and the New York State Office of the Children and Family Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and other applicable provisions of the Social Security Act and Social Services Law and be able to meet all the applicable requirements, both state and federal, pertaining thereto.
- f. The Contractor shall establish a system through which recipients may present grievances about the operation of the Day Care Services. The Contractor shall advise recipients of this right and will also advise applicants and recipients of their right to appeal.
- g. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

- h. The Contractor shall retain all fees collected from eligible individuals required to pay such fees and shall reduce its claim for payment by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees is solely the responsibility of the Contractor.

**IV. Responsibilities of the Department**

- a. The Department shall be responsible for establishing the standards, policies, and procedures for determining the eligibility of persons for Day Care Services to be purchased by the Department and to be furnished by the Contractor. The Department shall retain basic responsibility for determining the eligibility of persons for Day Care Services.
- b. The Department shall notify applicants for or recipients of Day Care Services of their right to a fair hearing to appeal the denial, reduction or termination of Day Care Services, or failure to act upon a request for Day Care Services with reasonable promptness. The Department shall be responsible for establishing fair hearing procedures, holding fair hearings, and taking such steps as may be necessary to enforce the fair hearing's determinations and decisions. The Department shall provide the Contractor with copies of any decision issued by the Office of Temporary and Disability Assistance.

**V. Insurance Requirements**

- a. 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) by A.M. Best.
  - Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
    1. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury.
    2. Abuse and molestation coverage must be included.
    3. The County, and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds

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

- Workers' Compensation and Employer's Liability

1. Statutory limits apply.

- The Contractor shall procure and maintain insurance in force, for the duration of this Agreement, any additional types of coverage and limits of liability as determined by the Department.

- b. 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 by the County of Oneida.
- c. 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 these policies shall not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

## **VI. Indemnification**

To the fullest extent permitted by applicable law, the Contractor shall indemnify and hold harmless, and at the Department's option, defend, the Department, and/or its officers, directors, members, agents, employees, contractors and other representatives, from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by the Department caused by any negligent act or omission, or intentional misconduct of the Contractor, its officers, agents, employees (including the Contractor's Assistants or other authorized personnel) arising out of or in connection with the exercise by the Contractor or any of the Contractor's authorized

personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of the Department.

**VII. Performance of Services**

- a. The Contractor represents that the Contractor is duly licensed and has the qualifications, the specialized skills, 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 Department. The Contractor shall be solely responsible for discussion with Day Care Services recipients to determine the location, method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- b. The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the Department, and the Department shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the Department, and in compliance with any and all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- c. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the Department or create obligations on the part of the Department without the prior written authorization of the Department.
- d. The Contractor shall inform the Department within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The Contractor maintains the right to do so at any time, and the Department maintains the right to contract with other individuals or entities to perform the same services.

**VIII. Independent Contractor Status**

- a. It is expressly agreed that the relationship of the Contractor and its Assistants to the Department shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the Department for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The 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 neither the Contractor, nor its Assistants, shall hold themselves out as, nor claim to be, officers or employees of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department.
- 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 Department 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 or its Assistants shall not be eligible for compensation from the Department due to
  - illness;
  - absence due to normal vacation; and
  - absence due to attendance at school or special training or a professional convention or meeting.
- d. The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any Department 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 Department 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 Department harmless from all loss or liability incurred by the Department as a result of the Department not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the Department and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Contractor 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.

**IX. Payment**

- a. For the purpose of this Agreement, a unit of service shall be defined as the care of a child for one week, five full days of at least six (6) hours per day.
- b. The Department shall pay the Contractor per market rates as set by New York State for each unit of service provide pursuant to this Agreement. This rate per unit of service has been determined by the Department to be an amount reasonable and necessary to assure the quality of the Day Care Services.
- c. The Department shall pay the Contractor a negotiated rate for a child who receives Day Care Services on a part-time basis.
- d. The Contractor shall submit time sheets and request for payment either electronically or in written form to the Department.
  - Electronic submissions shall be made using the New York State Office for Children and Family Services Child Care Time and Attendance System (CCTA). The Department shall verify the submission and authorize payment to the Contractor via the Benefits Issuance and Control System (BICS).

- Written time sheets shall be submitted directly to the Department for payment. Upon verification of the written time sheets, the Department shall authorize payment to the Contractor via the BICS.

X. The Department shall not be responsible for any fee and all clients supplemented by Department funds shall not be required to pay a registration fee.

XI. The Department shall pay the Contractor absentee days as follows:

- A maximum of four (4) Absentee days per month October 1, 2021 through November 30, 2021
- A maximum of twenty-four (24) absentee days from December 1, 2021 through March 31, 2022
- A maximum of twenty-four (24) absentee days from April 1, 2022 through March 31, 2023
- A maximum of twenty-four (24) absentee days from April 1, 2023 through March 31, 2024
- A Maximum of twenty-four (24) absentee days from April 1, 2024 through March 31, 2025
- A maximum of twenty-four (24) absentee days from April 1, 2025 through March 31, 2026

**XII. Books, Records, and Reports**

- a. The Contractor shall maintain financial books, records, and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Contractor shall collect statistical data of a fiscal nature on a regular basis and make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.
- b. All records relevant to this Agreement shall be subject at all reasonable times for inspection, review or audit by the Department or New York State personnel, as well as by federal personnel (when federal funds are used in making payments to the Contractor), in accordance with applicable federal and state requirements.
- c. The Contractor 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 in accordance with applicable federal and state requirements.

- d. The Contractor shall maintain program records required by the Department and agrees that a program and facilities review, including meetings with recipients of services, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of Day Care Services may be conducted at a reasonable time by appropriate Department, state or federal personnel and other persons duly authorized by the Department in accordance with applicable state and federal requirements.
- e. The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment. Federal and/or State auditors, and any person duly authorized by the Department shall have full access to and the right to examine any of said material during said period, in accordance with applicable federal and state requirements.
- f. The Contractor and the Department shall observe and require the observance of applicable federal and state requirements relating to confidentiality of records and information, and neither shall allow the examination of records or disclosure of information, except that examination of records by the Department as may be necessary to assure that the purpose of this Agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provisions of the state service operation work plans and federal regulations.

**XIII. 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.

**XIV. Non-Assignment**

- a. The Contractor shall not assign or subcontract any portion of this Agreement without the prior written approval of the Department (which shall be attached to this

Agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon amount to be paid under this Agreement.

**XV. Miscellaneous**

- a. The parties agree to renegotiate this Agreement in the event that the New York State Department of Health or the New York State Office of Children and Family Services issue new or revised requirements on the Department as a condition for receiving continued federal or state reimbursement.
- b. During the performance of this Agreement, the Contractor shall not, on the grounds of age, race, color, or national origin:
  - Deny an individual any services or other benefits provided under the program;
  - Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;
  - Subject an individual to segregation or separate treatment in any matter related to his or her receipt of any service(s) or other benefits provided under the program;
  - Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services(s) or other benefits provided under the program;
  - Treat an individual differently from others in determining whether he or she satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;
  - Deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him or her an opportunity to do so which is different from that afforded others under the program.
- c. During the performance of this Agreement, the Contractor agrees as follows:

- The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.
- The Contractor shall send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided to the New York State Division of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses i through vii (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Agreement, the Contractor shall request such labor union or representative to furnish it with a written statement that such labor union or representative shall not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the New York State Division of Human Rights of such failure or refusal.
- The Contractor shall post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the New York State Division of Human Rights setting forth the substance of the provisions of clauses i and ii and such provisions of the State's laws against

discrimination as the New York State Commissioner of Human Rights shall determine.

- The Contractor shall 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 age, race, creed, sex, color or national origin.
- The Contractor shall comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, shall furnish all information and reports deemed necessary by the New York State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to its books, records and accounts by the New York State Commissioner of Human Rights, the Attorney General, and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- This Agreement may be canceled, terminated or suspended, in whole or in part, by the Department on the basis of a finding made by the New York State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the state, until it satisfies the New York State Commissioner of Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the New York State Commissioner of Human Rights after conciliation efforts by the New York State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the New York State Division of Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded it to be heard publicly before the New York State Commissioner of Human Rights or its designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

- The Contractor shall include the provisions of clauses i through vii in every subcontract or purchase order in such a manner that such provisions shall be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor shall take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly notify the Attorney General, requesting him or her to intervene and protect the interest of the State of New York.
- d. The Contractor agrees to be bound by the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York which provide in part: that upon the refusal of a person, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or officials of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.
- The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and;
  - This Agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July nineteen hundred and fifty-nine or with any fire district

or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, any by any firm, partnership, or officer may be canceled or terminated by the Department of municipal corporation or fire district with incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

- The undersigned officer of the Contractor expressly warrants and represents that neither s/he, nor any member, director or officer of the Contractor, prior to the date of execution of this Agreement, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

**XVI. Entire Agreement**

- a. The terms of this Agreement, including any attachments, amendments, addendums or appendices 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, Attachment A (Day Care Center Location Sites), Appendix A (New York State Conditions), Appendix B (Standard Clauses for all Oneida County Department of Social Services Contracts), the Standard Oneida County Conditions Addendum, and Oneida County Department of Social Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement.



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

**XVII. 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.

*Signatures appear on the next page.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written below.

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

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

Approved: \_\_\_\_\_  
Kimberly A. Kolch, Assistant County Attorney

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

Department: \_\_\_\_\_  
*Colleen Fahy-Box*  
Colleen Fahy-Box, Commissioner

Date: 3/25/22

Contractor: \_\_\_\_\_

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

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

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

APPENDIX A  
NEW YORK STATE CONDITIONS

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may be forfeited, and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
  - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to ensure 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)

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

## APPENDIXB

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF COMMUNITY AND FAMILY 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/we\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/we_db_exemptions.jsp)
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

## REPORTS AND DELIVERABLES

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

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

## CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agree 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 NYS DSS 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 Community  
and Family Services Contract Administration  
Office, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

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

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## PATENTS AND INVENTIONS

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

## TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach 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 time-frame;
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 time-frame within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the time-frame 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 time-frames established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

## ADDITIONAL ASSURANCES

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

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

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

#### RENEWAL NOTICE TO CONTRACTORS

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

#### COMPLIANCE WITH LAW

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

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

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

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

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

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

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

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

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

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NAME OF CONTRACTED AGENCY

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PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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**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: \_\_\_\_\_

**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:

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.
  11. 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.
  111. 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 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;

11. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an 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.

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

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

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

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

11. 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;
  11. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  111. 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:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

11. 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;

11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

1v. 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;

v1. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

v11. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

v111. 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:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

11. 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

111. 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 I09 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 I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 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:
  1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  11. 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:

1. Upon all real property owned or leased by the County of Oneida;  
and

11. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

Anthony J. Picente, Jr.  
County Executive



Colleen Fahy-Box  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**  
**COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501**  
**PHONE: 315-798-5260 ~ FAX: 315-793-6044**

March 31, 2022

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

FN 20 27 - 1418  
HEALTH & HUMAN SERVICES  
WAYS & MEANS

RE: Contracts with Various Personal Emergency Response Service (PERS) Providers

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 requesting that this Agreement for PERS be approved as a template for use with all agencies the Department contracts with for this service.

The term of these Agreements are for five years and run from June 1, 2021 through May 31, 2026. 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 amount paid by the state on behalf of the county for this service in 2020 was \$3,608.00. 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 to the state will be approximately \$18,040.00 with a local share included in the Medicaid Cap.

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  
Commissioner

CFB/tms

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by  
*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 4-4-22

# XXXXX

Oneida Co. Department Family  
and Community Services

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

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: Various Personal Emergency Response Service Providers:

Title of Activity or Services: Provides Personal Emergency Response Service (PERS)

Proposed Dates of Operations: June 1, 2021 through May 31, 2026

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 \$): 2020 costs were \$ 3,608.00. These costs are paid directly by the State through eMedNY and is included in the Counties Medicaid Cap.

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 services in 2020 was \$3,608.00, utilizing the historical yearly cost for 2020, the cost of this agreement will be approximately \$18,040.00 with a cost to the Department included in the Medicaid Cap.

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 (the “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 Family and Community Services (the “Department”) and Provider, a organized and existing under the laws of the State of , having principal offices at \_\_\_\_\_ (the “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 County 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, the County or the PERS recipient. The Department shall require 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 County shall not be obligated to use the Provider's services. The County, 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 is an Independent Contractor and not an employee, officer, or agent of the County or of New York State. The Provider and the Provider's employees, officers, and agents shall conduct themselves in accordance with this status and the Provider's employees, officers, and agents shall neither hold themselves out as, nor claim to be, employees, officers, or agents of the County or of New York State. The Provider's employees, officers, or agents shall not make any claim for any right or privilege applicable to a County or New York State employee, officer, or agent including, but not limited to, Workers' Compensation or retirement benefits.

10. Liability and Other Insurance:

Prior to providing PERS under this Agreement, the Provider shall obtain Commercial General Liability (CGL) insurance in the amounts of \$1,000,000 per incident and \$2,000,000 aggregate to protect the County 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, New York State, 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 County 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 County 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:

- A. The obligations of the Provider 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 Provider shall defend, indemnify and hold harmless the County and New York State from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the Provider 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 Provider or failure on the part of the Provider to comply with any of the covenants, terms or conditions of the Agreement.
- C. The Provider 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 and New York State 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 Provider, its officers, trustees, agents, servants, volunteers or independent subcontractors. The Provider 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 Provider or not.

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 County 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 County:

- A. The County may terminate this Agreement under the following circumstances:
- (i) New York State notifies the County 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 County and the Provider have agreed that the County 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 County 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 County'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 County 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 County 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 County 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 County 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 County 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 County 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 County 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 County 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 or bind either the County or the Provider.

23. Effective Dates:

This Agreement shall be effective on June 1, 2021, and unless otherwise terminated pursuant to this Agreement, shall expire on May 31, 2026. Neither the County 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.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE]*



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

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

Approved: \_\_\_\_\_  
Richard P. Ferris, Assistant County Attorney  
\*\*\*\*\*

Date: 3/25/22

Department of Family and Community Services: Colleen Fahy-Box  
Colleen Fahy-Box, 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 subparagraph VII (a).

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

## APPENDIX C

### 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](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 Family and Community Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

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

#### PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the 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 County 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 County 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 County 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 County 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 County. Upon such termination, the County may require (a) the repayment to the County 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 County's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the County 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 County to the Provider.

- d. Should the Department or County determine that federal, state or county funds are limited or become unavailable for any reason, the County may reduce that total amount of funds payable to the Provider, reduce the contract period or deem this contract terminated immediately. The County 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 County shall follow this up immediately with written notice. The County 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 County.
- e. The Provider shall provide to the County such information as is required by the County in order that the County 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 and/or County 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 and/or County of any change in the vendor responsibility information or should the Department and/or County otherwise determine that the Provider has ceased to be a responsible vendor for the purposes of this AGREEMENT, the County 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 County 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 County 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 County. Upon such termination, the County may require (a) the repayment to the County 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 County'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.

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NAME OF CONTRACTED AGENCY

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PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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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

**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).

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:



- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. 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.

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

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

Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

County Office Building 800 Park Avenue Utica, NY 13501  
Phone: (315) 798-5738 Fax: (315) 798-5218

FN 20 22 149

April 1, 2022

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Re: Agreement with Integrated Community Alternatives Network, Inc. (157301)

Dear Mr. Picente:

I am submitting the enclosed Purchase of Services Agreement with Integrated Community Alternatives Network, Inc. ("ICAN;" formerly Kids Oneida, Inc.) for review and approval by the Board of Legislators.

The Department of Family and Community Services desires to contract with ICAN for the operation of a program that work with individuals and families who are homeless and help them take the steps necessary to become housed and integrated into the community.

The contract term is from May 27, 2021 through September 30, 2024. The agreement will not exceed \$547,545.64. This program is 100% funded by a federal grant and has no cost to the county.

I request that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box  
Commissioner

CFB/mk  
Attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 4-7-22

#23808 Renewal

Oneida Co. Department Family and Community Services

Competing Proposal X

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

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

**Oneida County Board of Legislators**

**Contract Summary**

**Name of Proposing Organization:** Integrated Community Alternatives Network, Inc.  
(formerly Kids Oneida, Inc.).  
310 Main Street  
Utica, New York 13501

**Title of Activity or Services:** Project Connections Street Outreach Services

**Proposed Dates of Operations:** May 27, 2021 through September 30, 2024

**Client Population/Number to be Served:** Individuals and families homeless on the streets

**SUMMARY STATEMENTS**

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

The Contractor will provide information, referral services, and resources to individuals and families in homeless settings to enable them to take the steps necessary to become housed and integrated into the community.

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

These funds will perform street outreach to the homeless in Utica, Rome, and elsewhere in Oneida County and effectively engage homeless individuals and families who might not otherwise access services.

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

Two full-time street outreach workers will be overseen by the Director of Transitional Services.

**Total Grant Amount:** \$547,545.64

**Oneida County Dept. Funding Recommendation:** Account# A6070.49551

**Proposed Funding Source (Federal \$ / State \$ / County \$):-** 100% funded by a grant through the Federal Housing and Urban Development Agency (HUD) CARES Act; Oversight through New York State Office of Temporary and Disability Assistance (OTDA).

**Cost Per Client Served:**

**Past Performance Served:**

**O. C. Department Staff Comments:** This program went out to RFP, and ICAN was chosen as the contractor.

## AGREEMENT

THIS AGREEMENT (hereinafter called the “Agreement”), made and entered in to, between Oneida County (hereinafter called the “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 Family and Community Services (hereinafter called the “Department;” the Department and Oneida County shall collectively be called the “County”), and Integrated Community Alternatives Network, Inc. (formerly Kids Oneida, Inc.), a not-for-profit corporation, as defined in Section 102 (a) (5) of the New York Not-For-Profit Corporation Law, having its principal office at 310 Main Street, Utica, New York 13501 (hereinafter called the “Contractor”). All parties to the Agreement shall collectively be known as the “Parties.”

WHEREAS, the Department requires a means to perform street outreach to the homeless in Utica, Rome, and elsewhere in Oneida County; and

WHEREAS, the Department desires to establish a program to provide mobile outreach and create client service engagement opportunities for homeless individuals and families on the streets; and

WHEREAS, this Program would provide information and referral services and resources to homeless persons and families to enable them to take the steps necessary to become housed and integrated into the community; and

WHEREAS, the Contractor is able to provide street outreach and information, referral services and resources to homeless persons and families to enable them to take the steps necessary to become housed and integrated into the community,

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the parties agree as follows:

### **1. SCOPE OF SERVICES**

A. Contractor will have two (2) Street Outreach Workers who will be responsible for performing street outreach to the homeless in Utica, Rome, and elsewhere in Oneida County. Such workers shall:

- i. Comply with HUD rules, and current evidence-based social work practices. Street Outreach staff must work within a harm reduction and person-centered model.
- ii. Identify homeless persons and families living in unsheltered situations (car, streets, abandoned buildings, out in the woods, etc.).
- iii. Create client engagement opportunities through mobile outreach, crisis response, and intervention to individuals and families in homeless settings.

- iv. Build a trusting relationship that will provide an emotional and psychological foundation for seeking and accepting services and working to become independent and permanently housed.
- v. Provide information, referral services, and resources to homeless individuals and families to enable them to take the steps necessary to become housed and integrated into the community.
- vi. Work in partnership with the Continuum of Care's (CoC) HUD-funded Coordinated Entry System. Assist individuals and families with a VI-SPDAT assessment and subsequent referrals to the level of housing and rental assistance for which they are eligible, examples of which could include permanent housing, permanent supportive housing, or rapid re-housing assistance.
- vii. Assist in identifying appropriate housing and completing housing applications.
- viii. Actively collaborate with other homeless services providers and community resources to facilitate access to the continuum of community services, including basic needs, food, clothing, shelter, hygiene, and laundry; housing assistance; benefits; substance abuse education and treatment; any other applicable services.
- ix. Assist homeless individuals/families with accessing resources and making referrals; continue to engage and follow up with unsheltered homeless individuals/families until shelter or permanent housing is obtained.
- x. Provide advocacy for homeless individuals/families when they encounter barriers.
- xi. Provide assistance obtaining housing readiness documentation such as identification, birth certificate, Social Security card, and income verification.
- xii. Maintain complete client records, daily activity logs, mileage logs, and other reports as directed.
- xiii. Attend team meetings, case conferences, training workshops, and community meetings as needed.
- xiv. Work in close partnership with the Mohawk Valley Housing and Homeless Coalition Planning Office which is under the umbrella of the United Way of Utica and Greater Utica Area (UW is the Collaborative Applicant for the NY-518 Continuum of Care that includes the cities of Utica and Rome and all of Oneida County, NY). This includes participating actively in Mohawk Valley Housing and Homeless Assistance Coalition Plenary and Committee meetings.
- xv. Follow safety protocols for community street outreach.
- xvi. Research and implement best practices on street outreach and assist participants in acquiring resources for acquiring housing.
- xvii. Maintain required data entry into Homeless Management Information System Database (HMIS).
- xviii. Maintain required data from follow-up contact following permanent housing placements.
- xix. Be a mandated reporter of elder and child abuse.

B. Contractor shall provide a mobile office bus (shared with other programs run by Contractor).

C. The parties mutually agree that all information exchanged is confidential and shall be used only for the purposes of this Agreement.

## **2. PERFORMANCE OF SERVICES**

A. The Contractor represents that it is duly licensed and that its employees have the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Contractor's employees shall use their best efforts to perform the Services such that the results are satisfactory to the Department. Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

B. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide 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 Department, and in compliance with any and all applicable Federal, State or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

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 or the Department without the prior written authorization of the County.

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

## **3. INDEPENDENT CONTRACTOR STATUS**

A. The Parties agree that the relationship of the Contractor and its Assistants to the Department shall be that of Independent Contractors. Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, that its assistants will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof, and that its Assistants 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 solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance 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 Department not making such payments or withholdings.

G. The Parties agree that 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, the both 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.

#### **4. INSURANCE AND INDEMNIFICATION**

A. 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.

- 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.
  - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute

*Integrated Community Alternatives Network (ICAN) Inc.*

*May 27, 2021 – September 30, 2024  
#23808*



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. Oneida County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
- ii. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- a. Coverage for review of cases and resulting professional assessment.
  - b. Coverage for abuse and molestation.
  - c. Oneida County shall be included as an additional insured.
- iii. Workers' Compensation and Employers Liability
- a. Statutory limits apply.
- iv. 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.
- v. Commercial Umbrella
- a. Umbrella limits must be at least \$5,000,000 and must extend over the Professional Liability coverage.
  - 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 other than the CGL, Auto Liability, Workers' Compensation and Employers Liability coverages maintained by the County of Oneida.

B. 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 Commercial General Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

C. 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 Commercial 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.

D. The Contractor agrees that it shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

## **5. TERM OF AGREEMENT**

A. This Agreement shall commence upon May 27, 2021 through September 30, 2024.

## **6. REIMBURSEMENT**

A. Reimbursement shall be issued in monthly installments upon submission of a County voucher and required documentation supporting the budget attached as Exhibit A.

B. Each voucher shall detail charges consistent with the Program Budget and be documented by sufficient, competent, and evidential matter, including purchases, dates of service, activities, and hours worked for the time period captured in the voucher.

C. By August 1 of each calendar year of this Agreement, the Contractor shall submit to the Department, in a form approved by the Department, a budget accounting for the upcoming calendar year. Each budget when provided to the Department shall be made a part of this Agreement and shall be the maximum upon which reimbursement claims will be based.

D. Maximum amount to be paid for the full term of this Agreement shall not exceed \$547,545.64.

1. Total payment from the County to the Contractor for the term from May 27, 2021 through September 30, 2021 shall not exceed \$56,733.64.

2. Total payment from the County to the Contractor for the term from October 1, 2021 through September 30, 2022 shall not exceed \$163,604.00.

3. Total payment from the County to the Contractor for the term from October 1, 2022 through September 30, 2023 shall not exceed \$163,604.00.

4. Total payment from the County to the Contractor for the term from October 1, 2023 through September 30, 2024 shall not exceed \$163,604.00.

**7. EXPENSES**

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

**8. TRAINING**

The Contractor shall attend or undergo any training mandated by Federal, State or local law or regulations necessary to perform the services described herein. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

**9. RECORD RETENTION**

The Contractor shall make available all records relating to this Agreement for a period of six (6) years. Said records shall be available for audit by the New York State Audit and Control and the Department of Health and Human Services upon request.

**10. TERMINATION**

- A. Either party may, upon (30) days written notice to the other party, terminate this Agreement.
- B. The County may terminate this Agreement if for cause or if needed State or Federal reimbursement is terminated or not allowed.

**11. MISCELLANEOUS PROVISIONS**

- A. The Contractor shall not assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the Department.
- B. Any written notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated above or such address as may hereafter be specified by notice in writing.
- C. All required reports and related correspondence shall be mailed to:  
  
Oneida County Department of Family and Community Services  
Contract Administration, 4<sup>th</sup> Floor  
800 Park Avenue  
Utica, New York 13501
- D. The Parties agree that all information exchanged is confidential and shall be used only for the purposes of this Agreement.

**12. ADVICE OF COUNSEL**

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

**13. ENTIRE AGREEMENT**

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

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

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

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

Approved: \_\_\_\_\_  
Kimberly A. Kolch, Assistant County Attorney

Date: 4/4/22

Oneida County Department  
of Family and Community Services: \_\_\_\_\_  
*Colleen Fahy-Box*  
Colleen Fahy-Box, Commissioner

Date: 3/29/2022

Integrated Community Alternatives Network, Inc.: \_\_\_\_\_  
*Steven Bulger*  
Steven Bulger, Executive Director

EXHIBIT A

PROGRAM BUDGET  
5/27/21 – 9/30/21

PERSONNEL COSTS	AMOUNT
Outreach Worker #1	\$16,711.05
Outreach Worker #2	\$16,711.05
Fringe Benefits @ 35%	\$11,697.73

NON-PERSONNEL COSTS	AMOUNT
External Audit Fees	\$520.16
Travel and Mileage	\$3,179.57
Equipment with Encryption	\$1,302.48
Space and Property	\$1,040.32
Utilities—Electric	\$618.30
Telephone and Internet	\$998.71
Training	\$901.62
Program Supplies	\$1,697.81
Liability Insurance	\$503.86
Permanency Costs	\$850.98

PROGRAM BUDGET  
10/1/21 – 9/30/22

PERSONNEL COSTS	AMOUNT
Outreach Worker #1	\$49,635.70
Outreach Worker #2	\$49,635.70
Program Supervisor .18 FTE	\$9,000.00
Fringe Benefits @ 35%	\$37,894.99

NON-PERSONNEL COSTS	AMOUNT
Travel and Mileage	\$3,500.00
Telephone and Internet	\$4,084.00
Training	\$2,600.00
Permanency Costs	\$1,000.00
Space and Property	\$4,500.00
Utilities—Electric	\$1,753.61

**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.

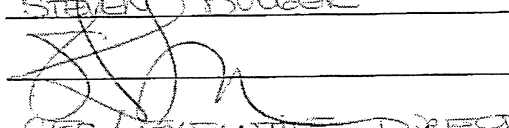
I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

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: STEVEN BOLGER

Signature: 

Title: CEO / EXECUTIVE DIRECTOR

Date: 3/29/2022

Witness: 

APPENDIX A  
NEW YORK STATE CONDITIONS

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
  - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
  - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
  - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
  - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - \*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued



pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

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

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

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

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

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

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

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

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

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

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

## APPENDIX B

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES CONTRACTS PERSONNEL

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

### NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
  1. By certified or registered United States mail, return receipt requested;
  2. By facsimile transmission;
  3. By personal delivery;
  4. By expedited delivery service; or
  5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

## OFFICE SERVICES

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

## GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period often (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/we db exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc%20db%20exemptions/we%20db%20exemptions.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, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

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

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## PATENTS AND INVENTIONS

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

## TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach 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 time-frame;
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 time-frame within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the time-frame 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 time-frames established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

## ADDITIONAL ASSURANCES

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

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

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

#### RENEWAL NOTICE TO CONTRACTORS

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

#### COMPLIANCE WITH LAW

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

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

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

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

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

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


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

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

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

INTEGRATED COMMUNITY ALTERNATIVES NETWORK (ICAN)  
NAME OF CONTRACTED AGENCY

STEVEN BULBER - CEO/ EXECUTIVE DIRECTOR  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

  
SIGNATURE

3/29/2022  
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:

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.
  11. 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.
  111. 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 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;

11. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an 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.

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

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

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

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

11. 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;
  11. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  111. 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:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
11. 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;
11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- 1v. 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;
- v1. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- v11. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- v111. 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

- 1x. 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:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  11. 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
  111. 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 I09 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 I 09-b of the General Municipal Law.



6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 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:
  1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  11. 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:

1. Upon all real property owned or leased by the County of Oneida;  
and

11. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW§ 201-G

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



**ONEIDA COUNTY**  
**DEPARTMENT OF MENTAL HEALTH**  
 120 Airline Street, Suite 200  
 Oriskany, NY 13424  
 Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.  
 County Executive  
 ASHLEE L. THOMPSON  
 Commissioner

March 7, 2022

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

FN 20 22-150

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am forwarding four (4) copies of the 2022 Purchase of Services Agreement between the Oneida County Department of Mental Health and **Integrated Community Alternatives Network, Inc.** for your review and signature.

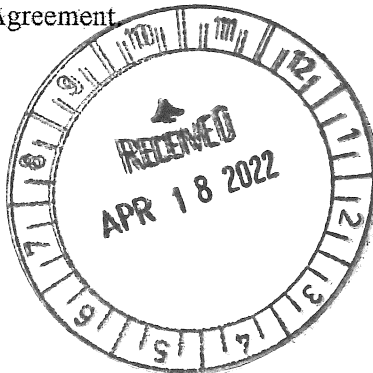
The Agreement begins on **January 1, 2022 and ends on December 31, 2022**. The funding amount for the one-year Agreement will be **\$200,000.00**. This amount reflects 100% funding received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program. The funds received by OCDMH from DSRIP have been used to create an Innovation Fund. The Integrated Community Alternatives Network, Inc., has been awarded a grant from the Innovation Fund in order to provide trauma-informed treatment for children and youth ages 10-17 who are experiencing symptoms of psychiatric crises and/or acute stress that impairs their ability to cope with life circumstances.

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,

*Ashlee Thompson*  
 Ashlee L. Thompson, MHA, MEd., Master CASAC  
 Commissioner of Mental Health

AT/jh  
 Encs.



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

*Anthony J. Picente, Jr.*

Anthony J. Picente, Jr.  
 County Executive

Date 4/15/22



Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Integrated Community Alternatives Network, Inc.  
310 Main Street  
Utica, NY 13501

**Title of Activity or Service:** OCDMH Innovation & Improvement Fund Award:  
**Crisis Services & Children's Crisis Residence**

**Proposed Dates of Operation:** January 1, 2022 through December 31, 2022

**Client Population/Number to be Served:** Children and youth ages 10-17 who are experiencing symptoms of psychiatric crises and/or acute stress that impairs their ability to cope with life circumstances.

**Summary Statements**

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

- a. **Populations:** Integrated Community Alternatives Network (ICAN) will provide trauma-informed treatment for children and youth ages 10-17 who are experiencing symptoms of psychiatric crises and/or acute stress that impairs their ability to cope with life circumstances. This includes, but is not limited to children with a psychological or psychiatric evaluation that includes a DSM-IV Axis I-V diagnosis. In addition, ICAN will offer support and services to the family members of these children and youth. For children, youth, and families, ICAN will provide trauma-informed and evidence-based crisis intervention and crisis residential services.
- b. **Geographic Area:** ICAN will deliver services to children, youth, and families residing in Central New York (CNY) and be located on Genesee Street in the city of Utica, Oneida County. This diverse region has a disproportionately high number of children and youth who have experienced traumatic events and who have mental health diagnoses. These numbers have dramatically increased due to the COVID-19 Pandemic resulting from isolation and fear. The rates of anxiety and depression are still steadily increasing due to the pandemic and will unfortunately help to increase the rate of crises endured by the children and youth.

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

- a. **Goals:**
  - i. Increase access to evidence-based, trauma-informed outpatient, home-based, and residential treatment and services for children and youth experiencing mental health crises.

- ii. Restore youth to a level of functioning and stability; developing coping methods that support the youth in the community or in the case of crisis residence, return to the community.
- iii. Provide more effective responses and interventions to children and youth experiencing mental health crises.
- iv. Prevent and reduce the recurrence of mental health crises among children and youth.
- v. Streamline and coordinate services to children and youth experiencing mental health crises and their families with identified supports and treatments in the community and home.

**b. Objectives:**

- i. By 12/31/2026, up to 305 more children will have access to direct, evidence-based, trauma-informed crisis treatment than prior to the launch of this initiative.
- ii. By completion of services from ICAN, children and youth clients will demonstrate improved mental health through the validated Child and Adolescent Needs and Strengths (CANS) Assessment.
- iii. Upon completion of services from ICAN, 80% of children, youth, and family members will agree or strongly agree that the services provided improved the mental health of the client.
- iv. Upon completion of services from ICAN, 75% of children and youth who experienced an initial mental health crisis will not have a recurrence of a mental health crisis that results in an ER visit, hospitalization, residential placement, or arrest.
- v. By 3/31/2022, ICAN will have partnership agreements with up to five agencies to accept referrals for crisis residence services.

**3) Program Design and Staffing**

The program meets the appropriate staffing model, guidelines and regulations developed and monitored by the NYS Office of Mental Health (OMH). Staff to be funded under this agreement include:

- a. **Project Director:** Director of Clinical Services - *To Be Hired*
- b. **Program Manager:** Children's Crisis Services Manager - *To Be Hired*

**Total Funding Requested:** \$200,000.00

**Account #:** A4310.495147

**Oneida County Dept. Funding Recommendation:** \$200,000.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

**Mandated Service:** N/A

## 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 **Integrated Community Alternatives Network 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 310 Main Street, Utica, New York 13501, hereinafter referred to as the “Provider Agency.”

### WITNESSETH:

WHEREAS, the County seeks to utilize funds received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program, to expand behavioral health services for the citizens and residents of Oneida County; and

WHEREAS, the County has established the 2021 Innovation & Improvement Fund (RFP #2021-298), launched in May 2021 and closed in October 2021, to solicit proposals from community based organizations that address local priorities, service gaps, and needs in the areas of Mental Health, Substance Use, and Intellectual and Developmental Disability; and

WHEREAS, the County received a total of 14 full proposal submissions, totaling more than \$2 million in requests, and has selected to award six organizations, including the Provider Agency listed above;

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

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, 2022 through December 31, 2022 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services:
  - I. Population & Geographic Area
    - a. **Populations:** Integrated Community Alternatives Network (ICAN) will provide trauma- informed treatment for children and youth ages 10-17 who are experiencing symptoms of psychiatric crises and/or acute stress that impairs their ability to cope with life circumstances. This includes, but is not limited to children with a psychological or psychiatric evaluation that

includes a DSM-IV Axis I-V diagnosis. In addition, ICAN will offer support and services to the family members of these children and youth. For children, youth, and families, ICAN will provide trauma-informed and evidence-based crisis intervention and crisis residential services.

- b. **Geographic Area:** ICAN will deliver services to children, youth, and families residing in Central New York (CNY). This diverse region has a disproportionately high number of children and youth who have experienced traumatic events and who have mental health diagnoses. These numbers have dramatically increased due to the COVID-19 Pandemic resulting from isolation and fear. The rates of anxiety and depression are still steadily increasing due to the pandemic and will unfortunately help to increase the rate of crises endured by the children and youth.

## II. Goals & Objectives

### a. Goals:

- i. Increase access to evidence-based, trauma-informed outpatient, home-based, and residential treatment and services for children and youth experiencing mental health crises.
- ii. Restore youth to a level of functioning and stability; developing coping methods that support the youth in the community or in the case of crisis residence, return to the community.
- iii. Provide more effective responses and interventions to children and youth experiencing mental health crises.
- iv. Prevent and reduce the recurrence of mental health crises among children and youth.
- v. Streamline and coordinate services to children and youth experiencing mental health crises and their families with identified supports and treatments in the community and home.

### b. Objectives:

- i. By 12/31/2026, up to 305 more children will have access to direct, evidence-based, trauma-informed crisis treatment than prior to the launch of this initiative.
- ii. By completion of services from ICAN, children and youth clients will demonstrate improved mental health through the validated Child and Adolescent Needs and Strengths (CANS) Assessment.
- iii. Upon completion of services from ICAN, 80% of children, youth, and family members will agree or strongly agree that the services provided improved the mental health of the client.
- iv. Upon completion of services from ICAN, 75% of children and youth who experienced an initial mental health crisis will not have a recurrence of a mental health crisis that results in an ER visit, hospitalization, residential placement, or arrest.

- v. By 3/31/2022, ICAN will have partnership agreements with up to five agencies to accept referrals for crisis residence services.

Number of Unduplicated Individuals to be Served with Grant Funds*					
Year 1	Year 2	Year 3	Year 4	Year 5	Total
45	65	65	65	65	305

### III. Implementation of Activities

- a. ICAN will be providing direct services to children and youth beginning in the second month of the project and will significantly expand the direct services provided upon the opening of our Children’s Crisis Residence in May, 2022. The following details how ICAN will implement each of the required activities:
  - i. **Activity 1:** Provide outreach and other engagement strategies to increase participation in, and access to, trauma treatment and services; and prevention services for children and adolescents, and their families who have experienced traumatic events. Through this initiative, ICAN will increase the number of children, youth, and families who have access to trauma-informed crisis prevention, intervention, and treatment services. ICAN will do this by launching crisis services, hiring a total of seven clinical, social work, and paraprofessional staff to provide crisis services, and strengthening partnerships with local agencies for referrals. ICAN’s crisis services workflow will triage crisis calls that come into the Crisis Residence to all services needed. For acute crises that require immediate attention ICAN crisis on-call staff will be available to address the crisis in the home and community.
  - ii. **Activity 2:** Provide direct evidence-based mental health and behavioral health treatment and services including screening, assessment, care management, therapy, family psychoeducation, and prevention for diverse and at-risk children and adolescents. ICAN will provide direct, evidence-based, trauma-informed crisis prevention, intervention, and treatment services in outpatient, intensive outpatient, home-based, and residential settings to diverse and at-risk children and youth. Outpatient, intensive outpatient, and home-based services will begin two months after the launch of this project, with residential services beginning in May 2022, with the opening of the ICAN Children’s Crisis Residence.

Referrals will be received from county Departments of Social Services, Offices of Mental Health, and Department of Health, which are the agencies calling for ICAN to launch a Children's Crisis Residence. In addition, referrals will be received from our region's Mobile Crisis Assessment Teams operated by Liberty Resources and The Neighborhood Center and Mohawk Valley Health Systems. Referrals will also be received from medical centers, police and first responders, local community social service organizations, schools, and through the local 411 hotline.

The referral process will be expeditious, with referral partners being able to call ICAN's 24/7 hotline and/or the cell phone of the Director of Behavioral Health Services to notify ICAN that they have a referral to make. At that time, ICAN staff will ask a series of preliminary screening questions (age, location, etc.) to ensure that Children's Crisis Services are appropriate for the client and, if so, will either direct the referral partner to bring the prospective client to the Children's Crisis Residence (for example, with the Mobile Crisis Assessment Team) or we will arrange for or provide transportation for the prospective client and their family.

ICAN staff will engage in comprehensive assessments of each client. Upon intake, they will have a comprehensive intake assessment and we will partner with them to complete a risk assessment and crisis planning and will conduct a health screening for physical health conditions. Based on the assessment of each clients' mental health status and needs, ICAN and the client will collaboratively establish their treatment and rehabilitative goals and determine what services may be provided to assist them in accomplishing them. ICAN will engage family members and other natural supports in the community who the child/youth would like to be involved, such as a mentor or close family friend in creating service plans. The service plan will address each client's service needs by first identifying what their strengths, interests, and needs are and then by providing them through ICAN's extensive provider network or, if not available through ICAN, referring to a partner agency. Residents will also be referred to Children and Family Treatment and Support Services (CFTSS) when applicable to those children that are qualified.

Care management will be based on the evidence-informed Wraparound Philosophy, which is the foundation to all of ICAN's client interactions, services, and programs. This approach includes principles such as: family voice and choice, team-based support, natural support, collaboration, community-based, culturally competent, strengths-based, unconditional, and outcomes-based.

ICAN employs a community-based care management model that provides comprehensive, coordinated services to address each child's unique social, emotional, physical, and behavioral needs. Therapy provided to children, youth, and families will include: Evidence-based Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and Solution-Focused Brief Therapy.

ICAN will lead discharge processes that are grounded in evidence-based practices, providing warm handoffs to providers that are within ICAN's network or, when that is not possible, to providers with whom ICAN has a trusted relationship such as Central New York Children's Health Homes. ICAN manages an extensive network--the Independent Practice Association (IPA), which is composed of 215 behavioral health service providers who are available to provide a range of individualized, customized services to children, youth, and families. The discharge from the Crisis Residence will connect all participants with home and community based services for the entire family including - Peer Services for youth and parents, Psychosocial Rehabilitation, Community Psychiatric Supports and Treatment, and clinical counseling services. For intake, referrals, and discharge, ICAN will collaborate with each county's Single Point of Access and the 941 Committees, which are comprised of local mental health providers, law enforcement, fire department, housing providers, and other key stakeholders and are focused on prevention and treatment for individuals and families that experience repeated mental health crises.

- iii. **Activity 3:** Develop and provide a detailed Discharge Plan, Home and Community Based Treatments, and Wraparound Services that help the entire family unit.

An in-depth discharge planning process will allow ICAN staff to de-escalate and stabilize the youth within the family system to return to their community setting. The discharge planning process will begin at the entrance into the crisis residence and work toward the goal of a successful discharge throughout the youth's stay in the facility. High quality post discharge contacts and services will also be put in place by crisis residence staff.

In addition to crisis residence staff having follow up with youth post-discharge, it is important that their discharge planning process include home and community-based services to help the family continue to avoid crises including Children Health Homes and CFTSS. CFTSS is a service array which will take direct referrals from the crisis residence prior to discharge. These services allow

managed care eligible youth to access counseling, psychosocial education, psychosocial rehabilitation, as well as peer services. The ongoing services put in place by the discharge plan will have long-lasting effects for the family and empower them to avoid acute stresses and crises. The connection to CFTSS also plays an important role with the communication between ICAN and the managed care organization. The managed care organization needs to remain updated with status and discharge throughout the youth's stay at the facility and a connection to CFTSS will aid in this process.

#### IV. TIMELINE

Activity	Dates	Staff Responsible
Hire Director of Behavioral Health Services	End of Year 2021	ICAN Executive Team & Human Resources
Create referral pathways for outpatient and home-based services	January - March 2022	Director of Behavioral Health Services
Provide outpatient, intensive outpatient, and home-based crisis services to children and youth who experience mental health crises	March 2022	Director of Behavioral Health Services & ICAN IPA Clinicians
Hire Crisis Residence Manager, any other clinical staff including Nursing staff, and Paraprofessional Staff	March 2022	Director of Behavioral Health Services
Create referral pathways for residential services	April 2022	Director of Behavioral Health Services
Oversee development of Living Room Model for ICAN Children's Crisis Residence	April 2022	Director of Behavioral Health Services
Open and Provide residential services through the ICAN Children's Crisis Residence	May 2022 est.	Director of Behavioral Health Services & Children's Crisis Services Manager
Participate in quarterly Single Point of Access and quarterly 941 Committee Meetings in each of the four counties represented in this project	Quarterly	Children's Crisis Services Manager & Director of Behavioral Health Services
Annual Process and Outcome Evaluation Report Completed	Annually	Director of Strategic Initiatives - Project Evaluator
Final Process and Outcome Evaluation Report Completed	Annually	Director of Strategic Initiatives - Project Evaluator



3. For the Services provided, the County will reimburse the Provider Agency a maximum of Two Hundred Thousand Dollars and no cents (\$200,000.00) during the term of this Agreement. The payment schedule will be based upon submission of an Oneida County Voucher to the County. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
4. The County will make payments to the Provider Agency either monthly or quarterly based on the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
  - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency, in accordance with its status as an independent contractor, covenants and agrees that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
  - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
  - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
  - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

- e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
  - f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
  - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
  - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the County for monitoring purposes. It is expressly understood that all information sent to the County 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 costs not approved for reimbursements by the County or the State or for 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 Oneida 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 comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (outlined in "h" below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance. 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. 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.
  - c. OMH fully audited CFRs for the prior year that do not have a pre-approved 30-day extension are required to be received by the County by April 15<sup>th</sup> of each year.
  - d. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH supplied to the County by April 15th are required to be received by the County by May 15th.
  - e. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
  - f. OMH CBRs for the current year are required to be received by the County by October 15th.
  - g. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
  - h. 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 progress report containing relevant contract-related updates for that reporting period. The quarterly progress report template can be found in Appendix C.
  
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
  - a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
  - b. Accounting System & Financial Capability Questionnaire (where applicable).
  - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
  - d. Annual Audit and Financial Reports.
  - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or

regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency shall defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency shall indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.
13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and 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 shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, commercial automobile 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 in a judicial proceeding, then, such provision shall be severed and shall be inoperative and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain in full force and effect. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the County as outlined below.
  - a. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County 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. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:

- (1) The Provider Agency shall only access confidential information for which there is a need to know; and
    - (2) The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
    - (3) The Provider Agency shall not misuse confidential information or carelessly handle confidential information.
  - ii. The Provider Agency shall safeguard and shall 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 shall 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 Paragraph 16 of this Agreement will continue after termination of this Agreement 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 County 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 shall safeguard the confidentiality of all confidential information.
  - vi. The Provider Agency shall 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 Agency.
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, it shall safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.
  - a. 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 and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget), Appendix B (Standard Oneida County Contract Addendum), and Appendix C (Contract Quarterly Progress Report Template), are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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IN WITNESS THEREOF, the County and the Provider have signed this Agreement on the day and year first above written.

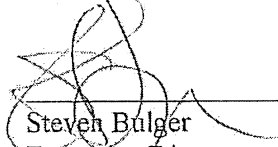
**COUNTY OF ONEIDA**

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

By: Ashlee Thompson \_\_\_\_\_ Date 04/11/2022  
Ashlee Thompson  
Commissioner, Department of Mental Health

**INTEGRATED COMMUNITY ALTERNATIVES NETWORK, INC.**

By: \_\_\_\_\_ Date 4/5/2022  
  
Dr. Lynn Kattato  
President, Board of Directors

By: \_\_\_\_\_ Date 3/28/2022  
  
Steven Bulger  
Executive Director and CEO

Approved

By: \_\_\_\_\_  
Ellen S. Rayhill, Esq.  
Assistant County Attorney



<b>APPENDIX A</b>			
<b>ICAN</b>	<b>TOTAL ONE YEAR BUDGET:</b>	\$	200,000.00
<b>APPENDIX A</b>			
<b>YEAR:</b>	<b>Jan. 1, 2022 - Dec. 31, 2022</b>		
OMH:	\$	-	
OASAS:	\$	-	
OPWDD:	\$	-	
COUNTY:	\$	200,000.00	
	<b>ANNUAL TOTAL:</b>	\$	200,000.00
<b>AMENDMENT</b>			
	\$	-	
	\$	-	
	\$	-	
	<b>ADJUSTED TOTAL:</b>	\$	200,000.00



**2021 Innovation & Improvement Fund RFP Budget**

Proposed Budget Duration: January 1, 2022 - December 31, 2022

Lead Organization Name: *Integrated Community Alternatives Network, Inc.*  
 Proposal/Project Name: *ICAN Crisis Services and Children's Crisis Residence*  
 Total Requested for Lead Organization: \$200,000

**Budget Breakdown**

**Staffing & Fringe Expenses:** Please list and describe all lead organization staffing expenses and responsibilities related to the project.

**Staffing Expenses**  
 List Each Staff Member Separately:  
 Include Job Title & FTE

	Amount	Description (Responsibilities, New/Existing Staff)
Director of Clinical Services	\$70,000.00	1.0FTE LCSW to oversee clinical services
Children's Crisis Services Manager	\$55,000.00	1.0FTE Manager of crisis services
	-	
<b>Total Salaries</b>	<b>125,000</b>	
<b>Fringe Rate %</b>	<b>35.00%</b>	
<b>Fringe Benefits</b>	<b>43,750</b>	
<b>Subtotal Salaries &amp; Fringe Benefits</b>	<b>168,750</b>	

**Operating & Other Expenses:**

**Operating Expenses**  
 List Each Expense Separately

	Amount	Description
Occupancy/Rent	-	
Utilities	-	
Equipment	-	
Supplies and Materials	-	
Printing and Copying	-	
Telecommunications	\$5,163.00	Technology and Secure Infrastructure to operate Crisis Services
Travel and Meetings	-	
Marketing and Advertising	-	
Staff and Volunteer Training	-	
Contract/Consultant Services	-	
<b>Total Operating Expenses</b>	<b>5,163</b>	

**Other Expenses**  
 List Each Expense Separately

Please list and describe all other expenses not included above.

<b>Total Other Expenses</b>	-	
<b>Subtotal Operating &amp; Other Expenses</b>	<b>5,163</b>	

**Overhead Expenses:**

<b>Overhead Rate (%)</b>	<b>15.00%</b>	<b>Maximum 15%</b>
<b>Total Overhead Expenses</b>	<b>26,087</b>	

**Total Expenses/Amount Requested** **200,000**

**Organizational Contribution:** Please list all in-kind contributions or monetary match.

List Each Separately

<b>Subtotal Organizational Contribution</b>	Full Crisis Services Budget on Next Page.
---------------------------------------------	-------------------------------------------

### Full Crisis Services Operational Budget

SALARY & FRINGE			
	FTE		Year 1
Director of Clinical	1	\$70,000	\$70,000
Children's Crisis	1	\$55,000	\$55,000
Para-Professional	8	\$35,000	\$280,000
Nursing - Full Time	1	\$70,000	\$70,000
Nursing - Per Diem		\$70,000	\$70,000
Family Peer	1	\$32,760	\$32,760
Admin Oversight	Salaries	\$30,000	\$30,000
FRINGE		35%	\$188,216
<b>OPERATIONAL EXPENSES</b>			
Utilities			\$38,000
Equipment			\$55,000
Supplies and			\$30,000
Printing and Copying			\$9,000
Telecommunications			\$12,000
Travel and Meetings			\$6,000
Marketing and			\$10,000
Direct Care Transportation			\$45,000
Janitorial			\$45,000
Staff and Volunteer			\$7,500
Security Contracting			\$75,000
Contract/Consultant			\$95,000
<b>OTHER EXPENSES</b>			
Security Systems			\$30,000
Insurance			\$25,000
Professional			\$25,000
Site Repairs &			\$40,000
<b>ADMIN &amp; OVERHEAD</b>		15%	\$201,521
<b>TOTAL OPERATING COST</b>			<b>\$1,544,997</b>

## ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the



Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

## 17. AUDIT

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

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

## 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services



(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

## Oneida County Department of Mental Health Contract Quarterly Progress Report Template

### CONTRACT REPORTING REQUIREMENTS:

The Provider Agency agrees to comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (outlined below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance.

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 progress report** containing relevant contract-related updates for that reporting period. The quarterly progress report template can be found in Appendix E.

### QUARTERLY PROGRESS REPORT INSTRUCTIONS:

Please complete this Quarterly Progress Report and submit to the Oneida County Department of Mental Health (email to [mentalhealth@ocgov.net](mailto:mentalhealth@ocgov.net) or mail to 120 Airline St., Oriskany, NY 13424) on (or before) the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30). Please provide responses to each of the following questions:

1. Agency/Organization Name:
2. Contract Term:
3. Reporting Year:
4. Reporting Quarter:
5. Itemized list of all contract-related expenses that occurred during reporting period (can attach if necessary).

6. Description of all relevant contract-related activities that occurred during reporting period.
  
7. Description of status of contract-related activities and any pertinent outcomes as of end of reporting period, as well as any contract-related plans/goals for the next quarter.
  
8. Description of any contract-related successes and/or barriers experienced during reporting period.
  
9. Description of any new partnerships and/or resources developed during reporting period.
  
10. Requests for the County and/or its Department of Mental Health to provide additional technical assistance/training to support contract-related (and/or non-contract-related) activities?

11. Please provide any additional contract-related (and/or non-contract-related) updates you would like to share.

12. Information of individual submitting report:

- Name:
- Title:
- Phone:
- Email:

13. Date of report submission:



**ONEIDA COUNTY**  
**DEPARTMENT OF MENTAL HEALTH**  
 120 Airline Street, Suite 200  
 Oriskany, NY 13424  
 Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.  
 County Executive  
 ASHLEE L. THOMPSON  
 Commissioner

FN 20 22-151

March 28, 2022

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 **2022 Purchase of Services Agreement** between the Oneida County Department of Mental Health (OCDMH) and **The Neighborhood Center, Inc.** for your review and signature. If this Agreement meets with your approval, please forward it to the Board of Legislators upon completing your review.

The Agreement begins on **March 1, 2022 and ends on February 28, 2023.** The funding amount for the one-year Agreement will be **\$86,698.00.** This amount reflects **100%** funding received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program. The funds received by OCDMH from DSRIP have been used to create an Innovation Fund. The Neighborhood Center, Inc., has been awarded a grant from the Innovation Fund in order to enhance its Adult Recovery Services Program.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement. If this Agreement meets with your approval, please forward it to the Board of Legislators for their consideration.

Respectfully,

*Ashlee Thompson*  
 Ashlee L. Thompson, MHA, MSED., Master CASAC  
 Commissioner of Mental Health

ALT/jh  
 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 4/18/22

Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** The Neighborhood Center, Inc.  
624 Elizabeth Street  
Utica, NY 13501

**Title of Activity or Service:** OCDMH Innovation & Improvement Fund Award:  
**Enhancement of Adult Recovery Services Program**

**Proposed Dates of Operation:** March 1, 2022 through February 28, 2023

**Client Population/Number to be Served:** Adults and children with serious and persistent mental illness.

**Summary Statements**

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

- a. The Neighborhood Center, Inc. will enhance and improve its existing Adult Recovery Services (ARS) program by increasing access to services, facilitating groups with curricula that aligns with evidence based treatment modules, providing nutritious meals, linking members with employment, and increasing members' self-sufficiency by addressing social determinants of health.

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

- i. Eliminate the transportation barrier by providing transportation for members to both the Utica and Rome ARS clubhouses. Transportation would be accessible for individuals residing outside the city area and/or to those whose medical conditions prevent them from walking to the program each day.
- ii. Enhance the Employment Services program will allow the opportunity for members to increase their technological skills, and play a more active role in their employment search. Furthermore, funding will be utilized to provide clients with professional attire to increase preparedness and professionalism for scheduled job interviews. Additionally, providing new clothing will undoubtedly increase member's confidence entering an interview ideally resulting in increased opportunities for employment.
- iii. Increase the current food budget to allow members the opportunity to obtain a healthy meal, five days per week, and give their bodies the fuel they need to continue progressing in their recovery.

- iv. Enhance curricula utilized to facilitate groups and improve support services offered for mental illness and substance use disorders.

**3) Program Design and Staffing**

The program meets the appropriate staffing model, guidelines and regulations developed and monitored by the NYS Office of Mental Health (OMH). Purchases to be made under this agreement include:

- a. Purchase a new van and hire a part time van driver.
- b. Purchase four (4) computer desktops and two (2) printers.
- c. Purchase group work supplies/materials, evidenced-based curriculum, and gardening supplies.
- d. Purchase new kitchenware and increase budget for food supplies.
- e. Purchase new interview attire/clothing for members.
- f. Increase ARS program community outings budget.

**Total Funding Requested:** \$86,698.00

**Account #:** A4310.495147

**Oneida County Dept. Funding Recommendation:** \$86,698.00

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

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

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:** (N/A)

**Mandated Service:** N/A



## 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 **The Neighborhood Center, 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 624 Elizabeth Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

### WITNESSETH:

WHEREAS, the County, through its Department of Mental Health, seeks to utilize funds received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program, to expand behavioral health services for the citizens and residents of Oneida County; and

WHEREAS, the County, through its Department of Mental Health, has established the 2021 Innovation & Improvement Fund (RFP #2021-298), launched in May 2021 and closed in October 2021, to solicit proposals from community based organizations that address local priorities, service gaps, and needs in the areas of Mental Health, Substance Use, and Intellectual and Developmental Disability; and

WHEREAS, the County, through its Department of Mental Health, received a total of 14 full proposal submissions, totaling more than \$2 million in requests, and has selected to award six organizations, including the Provider Agency listed above;

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from March 1, 2022 through February 28, 2023 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
  - I. Enhance and improve its existing Adult Recovery Services (ARS) program by increasing access to services, facilitating groups with curricula that aligns with evidence based treatment modules, providing nutritious meals, linking members with employment, and increasing members' self-sufficiency by addressing social determinants of health.

- II. Purchase a new van and hire a part time van driver to provide ARS members with transportation to and from the Utica and Rome psychosocial clubs.
  - III. Purchase four (4) computer desktops and two (2) printers; this will provide ARS members with access to online job search engines, the ability to communicate electronically with prospective employers and build and submit resumes, and training in Microsoft platforms such as Word and Excel.
  - IV. Purchase group work supplies/materials, evidenced-based curriculum, and gardening supplies; these materials will allow the ARS program to offer a wide variety of support and recovery groups that teach members mindfulness skills to reduce symptoms of stress and anxiety.
  - V. Purchase new kitchenware and increase budget for food supplies; this will allow the ARS program to provide members with nutritious meals, snacks, as well as education pertaining to healthy food choices.
  - VI. Provide members with new interview attire if needed through the ARS Employment Services Program.
  - VII. Increase its ARS program community outings budget; this will allow ARS members to participate in community events to build up their social inclusion skills.
3. For the Services provided, the County will reimburse the Provider Agency a maximum of Eighty Six Thousand Six Hundred Ninety Eight Dollars and no cents (\$86,698.00) during the term of this Agreement. The payment schedule will be based upon submission of an Oneida County Voucher to the County. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
  4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
  5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

- a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency, in accordance with its status as an independent contractor, covenants and agrees that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
- e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of

the Federal and State entities relating to such employment and Civil Rights requirements.

7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the County for monitoring purposes. It is expressly understood that all information sent to the County 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 costs not approved for reimbursements by the County or the State or for 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 Oneida 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. 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.
  - c. OMH fully audited CFRs for the prior year that do not have a pre-approved 30-day extension are required to be received by the County by April 15<sup>th</sup> of each year.
  - d. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH supplied to the County by April 15th are required to be received by the County by May 15th.
  - e. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
  - f. OMH CBRs for the current year are required to be received by the County by October 15th.
  - g. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.

- h. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
  - a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
  - b. Accounting System & Financial Capability Questionnaire (where applicable).
  - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
  - d. Annual Audit and Financial Reports.
  - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency shall defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency shall indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and 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 shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, commercial automobile 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 in a judicial proceeding, then, such provision shall be severed and

shall be inoperative and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain in full force and effect. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

16. The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the County as outlined below.
  - a. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County 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. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
      - (1) The Provider Agency shall only access confidential information for which there is a need to know; and
      - (2) The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
      - (3) The Provider Agency shall not misuse confidential information or carelessly handle confidential information.
    - ii. The Provider Agency shall safeguard and shall 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 shall 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 Paragraph 16 of this Agreement will continue after termination of this Agreement 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 County 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 shall safeguard the confidentiality of all confidential information.
- vi. The Provider Agency shall 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 Agency.
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, it shall safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.
    - a. 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 and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
  19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
  20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain



any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget), 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, Appendix C (Full RFP Submission), and Appendix D (Formal Award Letter).

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Progress Report Template), are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS THEREOF, the County and the Provider have signed this Agreement on the day and year first above written.

**COUNTY OF ONEIDA**

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

By: Ashlee Thompson \_\_\_\_\_ Date 4/13/2022  
Ashlee L. Thompson  
Commissioner, Department of Mental Health

**THE NEIGHBORHOOD CENTER, INC.**

By: Frank Donato \_\_\_\_\_ Date 4/5/22  
Frank Donato  
President, Board of Directors

By: Sandra L Soroka \_\_\_\_\_ Date 3/29/2022  
Sandra Soroka  
Executive Director

Approved

By: \_\_\_\_\_  
Ellen S. Rayhill, Esq.  
Assistant County Attorney

<b>APPENDIX A</b>			
The Neighborhood Center, Inc.		<b>TOTAL ONE YEAR BUDGET:</b>	\$ 86,698.00
<b>APPENDIX A</b>			
	<b>YEAR:</b>	<b>March 1, 2022 - Feb. 28, 2023</b>	
OMH:		\$ -	
OASAS:		\$ -	
OPWDD:		\$ -	
COUNTY:		\$ 86,698.00	
	<b>ANNUAL TOTAL:</b>	\$ 86,698.00	
<b>AMENDMENT</b>			
		\$ -	
		\$ -	
		\$ -	
	<b>ADJUSTED TOTAL:</b>	\$ 86,698.00	



**2021 Innovation & Improvement Fund RFP Budget**

Proposed Budget Duration: 1 Year  
 Lead Organization Name: The Neighborhood Center Inc.  
 Proposal/Project Name: Adult Recovery Services Enhancement Project  
 Total Requested for Lead Organization: \$ 62,698

**Budget Breakdown**

**Salaries & Fringe Expenses**  
 Please list and describe all lead organization salting expenses and responsibilities related to the project.

**Staffing Expenses**  
 List Each Staff Member Separately:  
 Include Job Title & FTE

Amount	Description (Responsible Title, New/Existing Staff)
\$13,104.00	New staff member - Employee will provide clients with adequate transportation to Adult Recovery Services Programs utilizing agency vans that are purchased through this grant.
<b>Total Salaries</b>	<b>\$13,104.00</b>
Fringe Rate %	35.03%
Fringe Benefits	\$4,658.00
<b>Subtotal Salaries &amp; Fringe Benefits</b>	<b>\$17,762.00</b>

Fringe Benefits to include 7.65% PICA/Medicare; 3.25% Workers Compensation; 2.90% Unemployment Insurance; 3% Retirement; 3% S-T Disability, L-T Disability and Life Insurance; and Health Insurance 13.30%

**Operating & Other Expenses**  
 List Each Expense Separately:  
 Occupancy/Rent  
 Utilities

Amount	Description
\$5,724.00	Purchase of (1) Lenovo ThinkCentre M90s Desktop Computers including software and set-up at \$1,258 each and (2) HP LaserJet Pro M177FN Wireless Multi-Function Color Laser Printers at \$330 each. This equipment will be utilized to provide clients with computer access to conduct job searches, communicate electronically with prospective employers, submit resumes through online databases and provide basic knowledge of Microsoft Excel and Microsoft Word skills.
\$10,278.00	Program supplies to include but not limited to group work supplies \$500; kitchenware \$300; non-perishable grocery supplies \$500; EBP curriculum \$1,000; clothing budget \$1,276; food budget \$5,500; and community outings \$1,000.
\$4,200.00	Estimating gas/vans at \$250/month per van to transport clients daily group sessions and appointments (\$300/12 months * 1 year)
<b>Total Operating Expenses</b>	<b>\$20,199.00</b>

**Other Expenses**  
 List Each Expense Separately:  
 Please list and describe all other expenses not included above.

Amount	Description
\$35,500.00	Purchase of (1) vans at \$35,000 each to provide clients adequate transportation to the Adult Recovery Services Program to ensure that they have the opportunity to participate in daily group sessions and receive the peer support that is needed to improve their overall mental health.
\$2,500.00	Insurance on (1) vans at \$2,500 each annually.
<b>Total Other Expenses</b>	<b>\$37,999.00</b>
<b>Subtotal Operating &amp; Other Expenses</b>	<b>\$57,999.00</b>

**Overhead Expenses**

Overhead Rate (%)	Maximum (%)
15.00%	Maximum 15%
<b>Total Overhead Expenses</b>	<b>\$11,309.00</b>
<b>Total Expenses/Amount Requested</b>	<b>\$106,059.00</b>

Adult Recovery Services Program Director (\$50,000 annual salary) - 10% allocation to provide direct program oversight to the drivers and the programs that referred to clients through the Adult Recovery Services Program - \$5,000 - Coordinator (\$50,000 annual salary) - 3.553% allocation to provide fiscal review and compliance of funding - \$3,378 (Total Salaries \$5,378) and Fringe Benefits at 55% (Total Fringe Benefits \$2,932)

**Organizational Contributions**  
 Please list all in-kind contributions or monetary match.  
 List Each Separately

Amount	Description
<b>Subtotal Organizational Contribution</b>	<b>\$0.00</b>

## ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;



- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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



request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

## 17. AUDIT

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

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

## 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

# Oneida County Department of Mental Health Contract Quarterly Progress Report Template

## **CONTRACT REPORTING REQUIREMENTS:**

The Provider Agency agrees to comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (outlined below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance.

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 progress report** containing relevant contract-related updates for that reporting period. The quarterly progress report template can be found in Appendix E.

## **QUARTERLY PROGRESS REPORT INSTRUCTIONS:**

Please complete this Quarterly Progress Report and submit to the Oneida County Department of Mental Health (email to [mentalhealth@ocgov.net](mailto:mentalhealth@ocgov.net) or mail to 120 Airline St., Oriskany, NY 13424) on (or before) the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30). Please provide responses to each of the following questions:

1. Agency/Organization Name:
2. Contract Term:
3. Reporting Year:
4. Reporting Quarter:
5. Itemized list of all contract-related expenses that occurred during reporting period (can attach if necessary).

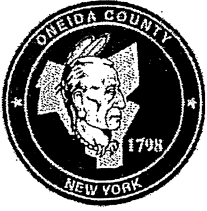


11. Please provide any additional contract-related (and/or non-contract-related) updates you would like to share.

12. Information of individual submitting report:

- Name:
- Title:
- Phone:
- Email:

13. Date of report submission:



**ONEIDA COUNTY**  
**DEPARTMENT OF MENTAL HEALTH**  
 120 Airline Street, Suite 200  
 Oriskany, NY 13424  
 Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.  
 County Executive  
 ASHLEE L. THOMPSON  
 Commissioner

March 28, 2022

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

FN 20 22-152

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the **2022 Purchase of Services Agreement** between the Oneida County Department of Mental Health (OCDMH) and the **Mohawk Valley Resource Center for Refugees (dba The Center)**, for your review and signature.

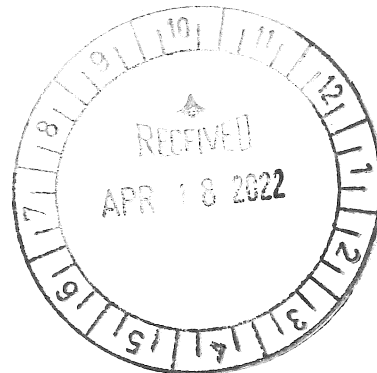
The Agreement begins on **March 1, 2022 and ends on February 29, 2024**. The funding amount for the two-year Agreement will be **\$75,086.00**. This amount reflects **100%** funding received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program. The funds received by OCDMH from DSRIP have been used to create an Innovation Fund. The Center has been awarded a grant from the Innovation Fund in order to embed a part-time Mental Health Counselor provided in partnership with Upstate Cerebral Palsy's Community Health Behavioral Services (CHBS) program to address behavioral health issues of refugees and immigrants.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement. If this Agreement meets with your approval please forward it to the Board of Legislators for further action.

Respectfully,

*Ashlee Thompson*  
 Ashlee L. Thompson, MHA, MSEd., Master CASAC  
 Commissioner of Mental Health

AT/jh  
 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 4/18/22

Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Mohawk Valley Resource Center for Refugees  
(dba The Center)  
201 Bleecker Street,  
Utica, NY 13501

**Title of Activity or Service:** OCDMH Innovation & Improvement Fund Award:  
**Behavioral Health Services for Refugees and other  
Diverse Populations**

**Proposed Dates of Operation:** March 1, 2022 through February 29, 2024

**Client Population/Number to be Served:** Adult refugees and immigrants living in Oneida County.

**Summary Statements**

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

- a. This project is a partnership between the Mohawk Valley Resource Center for Refugees (dba The Center) and Upstate Cerebral Palsy (UCP) Community Behavioral Health Services (CHBS), who will provide an on-site mental health counselor to facilitate services for clients served by The Center. The clinician will be responsible to screen all new adult refugee arrivals, utilizing a culturally specific screening tool, with the intention to provide and encourage behavioral health services to those individuals who screen positive, as well as provide mental health services for other refugees and immigrants from the community.

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

- a. Embedding of a mental health counselor within The Center, will allow for real-time assessments and treatment in place. This is particularly beneficial for diverse populations who often face barriers such as transportation or miscommunication due to language barriers that result in missed or late arrivals to appointments. Treatment in place will provide vulnerable populations with immediate behavioral health services, which is intended to support the well-being of clients, but also prevent emergency room visits due to mental health crises that necessitate a higher level of intervention. An estimated 500 refugees and immigrants are anticipated to be served through the proposed two-year project.

**3) Program Design and Staffing**



- a. The Center will embed a 0.5 FTE Mental Health Counselor provided by Upstate Cerebral Palsy, within their offices. Office space will be fully furnished with a desk, chair, office phone, and file cabinet. A laptop computer will also be provided for the Mental Health Counselor that will remain on-site at The Center. The Center will serve as the administrative lead for this project.

**Total Funding Requested:** \$75,086.00

**Account #:** A4310.495147

**Oneida County Dept. Funding Recommendation:** \$75,086.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

**Mandated Service:** N/A

## 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 **Mohawk Valley Resource Center for Refugees (dba The Center)**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 201 Bleecker Street, Utica, New York 13501, hereinafter referred to as the “Provider Agency.”

WITNESSETH:

WHEREAS, the County seeks to utilize funds received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program, to expand behavioral health services for the citizens and residents of Oneida County; and

WHEREAS, the County has established the 2021 Innovation & Improvement Fund (RFP #2021-298), launched in May 2021 and closed in October 2021, to solicit proposals from community based organizations that address local priorities, service gaps, and needs in the areas of Mental Health, Substance Use, and Intellectual and Developmental Disability; and

WHEREAS, the County received a total of 14 full proposal submissions, totaling more than \$2 million in requests, and has selected to award six organizations, including the Provider Agency listed above;

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from March 1, 2022 through February 29, 2024 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency Shall:
  - a. Administer a new program designed to address behavioral health issues faced by refugees and immigrants by embedding a Mental Health Counselor provided in partnership with Upstate Cerebral Palsy’s Community Health Behavioral Services (CHBS) program. The 0.5 FTE part-time position will provide on-site mental health counselor to facilitate mental health screening and assessment, as well as ongoing counseling and referral as needed for additional behavioral health services.

- b. Provide office space for an embedded Mental Health Counselor from CHBS on-site at The Center. Office space will be fully furnished with a desk, chair, office phone, and file cabinet. A laptop computer will also be provided for the Mental Health Counselor that will remain on-site at The Center.
  - c. Provide orientation and cultural competency education to embedded Mental Health Counselor to ensure culturally appropriate provision of care.
  - d. Provide mental health screenings that will be facilitated by the contracted Mental Health Counselor from CHBS, for all newly arriving refugee adults 18 years of age and older, utilizing the “Refugee Health Screener – 15.” Screening will occur within 60 days post-arrival on-site at The Center. Those individuals who screen positive for mental health issues will be offered ongoing mental health counseling on-site at The Center or will be referred for the appropriate mental health services as determined by the Mental Health Counselor.
  - e. Provide interpretation services to support linguistically appropriate support for clients to facilitate mental health screenings, as well as ongoing counseling services as needed on-site at The Center.
  - f. Provide additional support services to clients through agency programs and services as needed to address the social determinants of health.
3. For the Services provided, the County will reimburse the Provider Agency a maximum of Seventy-Five Thousand Eighty-Six Dollars and no cents (\$75,086.00) during the term of this Agreement. The payment schedule will be based upon submission of an Oneida County Voucher to the County. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency’s contract budget for the term of this Agreement.
4. The County will make payments to the Provider Agency either monthly or quarterly based on the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher submitted by the Provider Agency.
5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

- a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency, 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, officers or employees of the County or the Department by reason thereof and that they will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
- e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of

the federal and state entities relating to such employment and Civil Rights requirements.

7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the County for monitoring purposes. It is expressly understood that all information sent to the County 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 costs not approved for reimbursements by the County or the State or for 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 Oneida 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 comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (outlined below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance. The Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
  - a. 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 progress report containing relevant contract-related updates for that reporting period. The quarterly progress report template can be found in Appendix C.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
  - a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
  - b. Accounting System & Financial Capability Questionnaire (where applicable).
  - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.

- d. Annual Audit and Financial Reports.
  - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency shall defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency shall indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.
13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and 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 shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of

this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. The Provider Agency waives all rights against Oneida County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, commercial automobile 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 in a judicial proceeding, then, such provision shall be severed and shall be inoperative and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain in full force and effect. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any state or federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the County as outlined below.
  - a. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County 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. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the “Scope of Services” above for the County and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
      - (1) The Provider Agency shall only access confidential information for which there is a need to know; and
      - (2) The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
      - (3) The Provider Agency shall not misuse confidential information or carelessly handle confidential information.
    - ii. The Provider Agency shall safeguard and shall 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 shall 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 Paragraph 16 of this Agreement will continue after termination of this Agreement 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 County 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 shall safeguard the confidentiality of all confidential information.
    - vi. The Provider Agency shall 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 Agency.
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, it shall safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York Public Health Law. Agencies found to have discriminated or to have



breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

a. 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 and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget), Appendix B (Standard Oneida County Contract Addendum), and Appendix C (Contract Quarterly Progress Report Template), are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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IN WITNESS THEREOF, the County and the Provider have signed this Agreement on the day and year first above written.

**COUNTY OF ONEIDA**

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

By: Ashlee Thompson 4/13/2022  
Ashlee Thompson  
Commissioner, Department of Mental Health  
Date

**MOHAWK VALLEY RESOURCE CENTER FOR REFUGEES (dba THE CENTER)**

By: Shelly Callahan 4/5/2022  
Shelly Callahan, Executive Director  
Date

Approved

By: \_\_\_\_\_  
Ellen S. Rayhill, Esq.  
Assistant County Attorney

<b>APPENDIX A</b>			
Mohawk Valley Resource Center for Refugees (dba The Center)		<b>TOTAL TWO YEAR BUDGET:</b>	\$ 75,086.00
<b>APPENDIX A</b>			
	<b>YEAR:</b>	March 1, 2022 - Feb. 29, 2024	
OMH:		\$ -	
OASAS:		\$ -	
OPWDD:		\$ -	
COUNTY:		\$ 75,086.00	
	<b>ANNUAL TOTAL:</b>	\$ 75,086.00	
<b>AMENDMENT</b>			
		\$ -	
		\$ -	
		\$ -	
	<b>ADJUSTED TOTAL:</b>	\$ 75,086.00	



**2021 Innovation & Improvement Fund RFP Budget**  
March 1, 2022 - February 29, 2024

Proposed Budget Duration: March 1, 2022 - February 29, 2024  
 Lead Organization Name: Mohawk Valley Resource Center for Refugees (dba The Center)  
 Proposal/Project Name: Behavioral Health Services for Diverse Populations  
 Total Requested for Lead Organization: \$28,130

**Budget Breakdown**

**Staffing & Fringe Expenses:** Please list and describe all lead organization staffing expenses and responsibilities related to the project.

Staffing Expenses List Each Staff Member Separately; Include Job Title & FTE	Amount	Description (Responsibilities, New/Existing Staff)
Manager of Grants & Community Engagement 0.03FTE	\$3,846.00	Administrative oversight of program including responsibility for provider orientation to the agency, marketing of services, and completion of progress and final report. Calculated @ \$1,823/yr x 2 yrs = \$3646
<b>Total Salaries</b>	<b>3,846</b>	
<b>Fringe Rate%</b>	<b>16.00%</b>	Employee Health Insurance, Worker's Comp Ins. 1.95%, Disability Insurance 1.46%, Retirement Plan 0.60%, NYS
<b>Fringe Benefits</b>	<b>684</b>	
<b>Subtotal Salaries &amp; Fringe Benefits</b>	<b>4,230</b>	

**Operating & Other Expenses:**

Operating Expenses List Each Expense Separately	Amount	Description
Occupancy/Rent	\$2,400.00	Office space for mental health counselor calculated at \$12 x 100 sq. ft. x 2yrs
Utilities		
Equipment	\$1,000.00	Desktop computer for mental health counselor
Supplies and Materials		
Printing and Copying	\$500.00	Printing of marketing materials/copying program materials
Telecommunications		
Travel and Meetings		
Marketing and Advertising		
Staff and Volunteer Training		
Contract/Consultant Services		
<b>Total Operating Expenses</b>	<b>3,900</b>	

Other Expenses List Each Expense Separately	Amount	Description
Interpretation & Translation	\$20,000.00	Please list and describe all other expenses not included above.
<b>Total Other Expenses</b>	<b>20,000</b>	
<b>Subtotal Operating &amp; Other Expenses</b>	<b>23,900</b>	

Overhead Expenses	Overhead Rate (%)	Maximum 15%
<b>Total Overhead Expenses</b>		

**Total Expenses/Amount Requested: 28,130**

**Organizational Contributions:** Please list all in-kind contributions or monetary match.

Organizational Contributions List Each Separately	Amount	Description
<b>Subtotal Organizational Contribution</b>		



**2021 Innovation & Improvement Fund RFP Budget**  
March 1, 2022 - February 29 2024

Proposed Budget Duration: March 1, 2022 - February 29 2024  
 Lead Organization Name: Mohawk Valley Resource Center for Refugees (dba The Center)  
 Proposal/Project Name: Behavioral Health Services for Diverse Populations  
 Partner 1 Organization Name: UCP - Community Health Behavioral Services  
 Total Requested for Partner 1: \$ 46,958.00

**Budget Breakdown**

**Staffing & Fringe Expenses:** Please list and describe all partner 1 organization staffing expenses and responsibilities related to the project.

**Staffing Expenses**  
 List Each Staff Member Separately:  
 Include Job Title & FTE

Job Title & FTE	Amount	Description (Responsibilities, New/Existing Staff)
Mental Health Counselor 1 (0.5 FTE) (\$90,500/yr)	\$37,813.00	Calculated at 60% year 1 = \$30,250; year 2 = 25% of 0.5 FTE salary for 1st six months = \$7,563; \$0 for 2nd six months of year 2 when position becomes self-sustaining through billable services.
<b>Total Salaries</b>	<b>37,813.00</b>	
<b>Fringe Rate %</b>	<b>24.16%</b>	Employer's FICA 7.65%, Worker's Comp & Disability Insurance 1.45%, Deferred Compensation Plan 2.98%, State and Local Employment Taxes .33%, Medical Benefits 11.45%, Dental and/or Vision Benefits 0.34%
<b>Fringe Benefits</b>	<b>9,143</b>	
<b>Subtotal Salaries &amp; Fringe Benefits</b>	<b>46,956</b>	

**Operating & Other Expenses:**

**Operating Expenses**  
 List Each Expense Separately

Expense Category	Amount	Description
Occupancy/Rent		
Utilities		
Equipment		
Supplies and Materials		
Printing and Copying		
Telecommunications		
Travel and Meetings		
Marketing and Advertising		
Staff and Volunteer Training		
Contract/Consultant Services		
<b>Total Operating Expenses</b>		
<b>Other Expenses</b>		
List Each Expense Separately	Please list and describe all other expenses not included above.	
<b>Total Other Expenses</b>		
<b>Subtotal Operating &amp; Other Expenses</b>		

**Overhead Expenses:**

Overhead Rate (%)	Maximum (%)
	15%
<b>Total Overhead Expenses</b>	

**Total Expenses/Amount Requested** **46,956**

**Organizational Contributions:** Please list all in-kind contributions or monetary match.

List Each Separately

<b>Subtotal Organizational Contribution</b>	

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;



- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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



13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

#### 17. AUDIT

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

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

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

## **Oneida County Department of Mental Health Contract Quarterly Progress Report Template**

### **CONTRACT REPORTING REQUIREMENTS:**

The Provider Agency agrees to comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (outlined below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance.

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 progress report** containing relevant contract-related updates for that reporting period. The quarterly progress report template can be found in Appendix E.

### **QUARTERLY PROGRESS REPORT INSTRUCTIONS:**

Please complete this Quarterly Progress Report and submit to the Oneida County Department of Mental Health (email to [mentalhealth@ocgov.net](mailto:mentalhealth@ocgov.net) or mail to 120 Airline St., Oriskany, NY 13424) on (or before) the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30). Please provide responses to each of the following questions:

1. Agency/Organization Name:
2. Contract Term:
3. Reporting Year:
4. Reporting Quarter:
5. Itemized list of all contract-related expenses that occurred during reporting period (can attach if necessary).



11. Please provide any additional contract-related (and/or non-contract-related) updates you would like to share.

12. Information of individual submitting report:

- Name:
- Title:
- Phone:
- Email:

13. Date of report submission:



**ONEIDA COUNTY**  
**DEPARTMENT OF MENTAL HEALTH**  
 120 Airline Street, Suite 200  
 Oriskany, NY 13424  
 Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.  
 County Executive  
 ASHLEE L. THOMPSON  
 Commissioner

March 7, 2022

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

FN 20 22-153

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

I am forwarding four (4) copies of the **2022 Purchase of Service Agreement** between the Oneida County Department of Mental Health (OCDMH) and **The ARC Oneida-Lewis Chapter, NYSARC, Inc.**, for your review and signature.

WAYS & MEANS

The Agreement begins on **March 1, 2022 and ends on February 28, 2023**. The funding amount for the one-year Agreement will be **\$67,887.00**. This amount reflects **100%** funding received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program. The funds received by OCDMH from DSRIP have been used to create an Innovation Fund. The ARC Oneida-Lewis Chapter, NYSARC, Inc., has been awarded a grant from the Innovation Fund in order to implement the "Smart Homes for Safe Living" program.

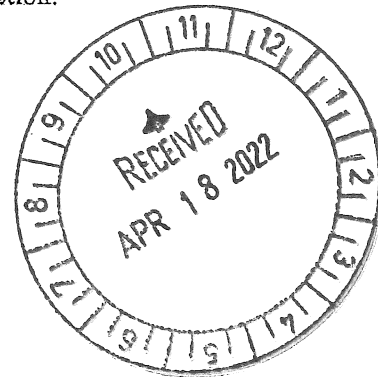
Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement. If this Agreement meets with your approval, please forward it to the Board of Legislators for further action.

Respectfully,

*Ashlee Thompson*

Ashlee L. Thompson, MHA, MEd., Master CASAC  
 Commissioner of Mental Health

AT/jh  
 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 4/19/22



Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

Name & Address of Vendor: NYSARC, Inc.  
ARC Oneida-Lewis Chapter  
245 Genesee Street  
Utica, NY 13501

Title of Activity or Service: OCDMH Innovation & Improvement Fund Award:  
**Smart Homes for Safe Living**

Proposed Dates of Operation: March 1, 2022 through February 28, 2023

Client Population/Number to be Served: Oneida County residents with Intellectual and/or Developmental Disabilities.

**Summary Statements**

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

- a. "Smart Homes for Safe Living" will provide independent, empowered living environments for individuals with intellectual or developmental disabilities (I/DD) serviced by the Provider Agency. These homes will be outfitted with innovative technology, ensuring the tasks of daily life are within reach for newly independent individuals. Not only does this allow independence for able individuals, but it also keeps staff available for individuals with greater needs.

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

- a. Under this Agreement, nine Individualized Residential Alternatives (IRAs) operated by the Arc, Oneida-Lewis Chapter will be identified for implementation of smart home technology to aid staff and empower individuals with I/DD.

**3) Program Design and Staffing**

- a. Utilizing a cross-functional team comprised of members from the Provider Agency's residential, compliance, nursing, facilities, development, and IT departments, the Provider Agency will identify a plan for successful implementation of Smart Home technology, implement the technology, and monitor the technology post-implementation.

**Total Funding Requested:** \$67,887.00

**Account #:** A4310.495147

**Oneida County Dept. Funding Recommendation:** \$67,887.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

**Mandated Service:** N/A

## 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 **The Arc, Oneida-Lewis Chapter, NYSARC**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 245 Genesee Street, Utica, New York 13501, hereinafter referred to as the “Provider Agency.”

### WITNESSETH:

WHEREAS, the County seeks to utilize funds received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program, to expand behavioral health services for the citizens and residents of Oneida County; and

WHEREAS, the County, has established the 2021 Innovation & Improvement Fund (RFP #2021-298), launched in May 2021 and closed in October 2021, to solicit proposals from community based organizations that address local priorities, service gaps, and needs in the areas of Mental Health, Substance Use, and Intellectual and Developmental Disability; and

WHEREAS, the County received a total of 14 full proposal submissions, totaling more than \$2 million in requests, and has selected to award six organizations, including the Provider Agency listed above;

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from March 1, 2022 through February 28, 2023 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency Shall:
  - a. Implement the “Smart Homes for Safe Living” program, which will provide independent, empowered living environments for individuals with intellectual or developmental disabilities (I/DD) serviced by the Provider Agency. These homes will be outfitted with innovative technology, ensuring the tasks of daily life are within reach for newly independent individuals, and creating for increased staff availability to tend to individuals with greater needs.

- a. Under this Agreement, nine Individualized Residential Alternatives (IRAs) operated by the Arc, Oneida-Lewis Chapter will be identified for implementation of smart home technology to aid staff and empower individuals with I/DD. Utilizing a cross-functional team comprised of members from the Provider Agency's residential, compliance, nursing, facilities, development, and IT departments, the Provider Agency will identify a plan for successful implementation. Provider Agency will conduct the following implementation activities:
    - i. Perform a comprehensive analysis in conjunction with the Simply Home company representative for two homes at a time.
    - ii. Once the analysis is completed for the first two homes, and technology is assessed from compliance, human rights and IT compatibility standpoints, appropriate technology will be ordered.
    - iii. Upon receipt of the technology (e.g. sensors), the IT department and Facilities department will install the technology with the guidance of Simply Home.
    - iv. Nursing and Residential staff will ensure individuals with I/DD and staff are educated on the technology.
    - v. Residential staff, including the Chief Operating Officer, will work with Simply Home to program the system to ensure a positive impact is maximized.
    - vi. After one month of having technology in place, the Chief Operating Officer and Chief Executive Officer will review and analyze data collected from the technology to identify trends in medication dispensation and accuracy, reduction in staffing strain, and improvement towards client goals.
    - vii. Review of data will occur on a monthly basis.
  - b. Once steps "i" and "ii" are completed for the first two homes, the second two homes will be analyzed in a comprehensive manner, technology reviewed and ordered, then installed once received. These two homes will follow the remaining steps through step "vii." This will continue until all nine IRAs have the technology identified, reviewed and installed. This overlapping approach will help to expedite the entire process.
3. For the Services provided, the County will reimburse the Provider Agency a maximum of Sixty Seven Thousand Eight Hundred Eighty-Seven Dollars and no cents (\$67,887.00) during the term of this Agreement. The payment schedule will be based upon submission of an Oneida County Voucher to the County. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.

4. The County will make payments to the Provider Agency either monthly or quarterly based on the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
  - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency, in accordance with its status as an independent contractor, covenants and agrees that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
  - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
  - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
  - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
  - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the

payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
  - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
  - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the County for monitoring purposes. It is expressly understood that all information sent to the County 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 costs not approved for reimbursements by the County or the State or for 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 Oneida 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 comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (outlined in "h" below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance. 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. 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.
  - c. OMH fully audited CFRs for the prior year that do not have a pre-approved 30-day extension are required to be received by the County by April 15<sup>th</sup> of each year.
  - d. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH supplied to the County by April 15th are required to be received by the County by May 15th.
  - e. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
  - f. OMH CBRs for the current year are required to be received by the County by October 15th.
  - g. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
  - h. 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 progress report containing relevant contract-related updates for that reporting period. The quarterly progress report template can be found in Appendix C.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
  - b. Accounting System & Financial Capability Questionnaire (where applicable).
  - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
  - d. Annual Audit and Financial Reports.
  - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.

12. The Provider Agency shall defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency shall indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.
13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and 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 shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, commercial automobile 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 in a judicial proceeding, then, such provision shall be severed and shall be inoperative and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain in full force and effect. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

16. The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the County as outlined below.

- a. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County 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. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
    - (1) The Provider Agency shall only access confidential information for which there is a need to know; and
    - (2) The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
    - (3) The Provider Agency shall not misuse confidential information or carelessly handle confidential information.

- ii. The Provider Agency shall safeguard and shall 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 shall 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 Paragraph 16 of this Agreement will continue after termination of this Agreement 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 County 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 shall safeguard the confidentiality of all confidential information.
  - vi. The Provider Agency shall 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 Agency.
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, it shall safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.
- a. 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 and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221 A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget), Appendix B (Standard Oneida County Contract Addendum), and Appendix C (Contract Quarterly Progress Report Template), are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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IN WITNESS THEREOF, the County and the Provider have signed this Agreement on the day and year first above written.

**COUNTY OF ONEIDA**

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

By: Ashlee Thompson \_\_\_\_\_ Date 04/13/2022  
Ashlee Thompson  
Commissioner, Department of Mental Health

**The Arc, Oneida-Lewis Chapter, NYSARC, Inc.**

By: [Signature] \_\_\_\_\_ Date 3/30/2022  
Steven Gassner  
President, Board of Directors

By: [Signature] \_\_\_\_\_ Date 4/13/22  
Karen Korotzer  
Chief Executive Officer

Approved

By: \_\_\_\_\_  
Ellen S. Rayhill, Esq.  
Assistant County Attorney

<b>APPENDIX A</b>			
Arc, Oneida-Lewis Chapter		<b>TOTAL ONE YEAR BUDGET:</b>	\$ 67,887.00
<b>APPENDIX A</b>			
<b>YEAR:</b>	March 1, 2022 - Feb. 28, 2023		
OMH:	\$ -		
OASAS:	\$ -		
OPWDD:	\$ -		
COUNTY:	\$ 67,887.00		
<b>ANNUAL TOTAL:</b>	\$ 67,887.00		
<b>AMENDMENT</b>			
	\$ -		
	\$ -		
	\$ -		
<b>ADJUSTED TOTAL:</b>	\$ 67,887.00		



## 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).

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records



shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

## Oneida County Department of Mental Health Contract Quarterly Progress Report Template

### **CONTRACT REPORTING REQUIREMENTS:**

The Provider Agency agrees to comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (outlined below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance.

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 progress report** containing relevant contract-related updates for that reporting period. The quarterly progress report template can be found in Appendix E.

### **QUARTERLY PROGRESS REPORT INSTRUCTIONS:**

Please complete this Quarterly Progress Report and submit to the Oneida County Department of Mental Health (email to [mentalhealth@ocgov.net](mailto:mentalhealth@ocgov.net) or mail to 120 Airline St., Oriskany, NY 13424) on (or before) the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30). Please provide responses to each of the following questions:

1. Agency/Organization Name:
2. Contract Term:
3. Reporting Year:
4. Reporting Quarter:
5. Itemized list of all contract-related expenses that occurred during reporting period (can attach if necessary).



11. Please provide any additional contract-related (and/or non-contract-related) updates you would like to share.

12. Information of individual submitting report:

- Name:
- Title:
- Phone:
- Email:

13. Date of report submission:





**ONEIDA COUNTY**  
**DEPARTMENT OF MENTAL HEALTH**  
120 Airline Street, Suite 200  
Oriskany, NY 13424  
Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.  
County Executive

ASHLEE L. THOMPSON  
Commissioner

March 28, 2022

EN 20 02-154

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 2022 Purchase of Service Agreement between the Oneida County Department of Mental Health and **Upstate Cerebral Palsy, Inc.**, for your review and signature.

The Agreement begins on **March 1, 2022** and ends on **February 28, 2023**. The funding amount for the one-year Agreement will be **\$63,555.00**. This amount reflects 100% funding received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program. The funds received by OCDMH from DSRIP have been used to create an Innovation Fund. Upstate Cerebral Palsy, Inc., has been awarded a grant from the Innovation Fund in order to help UCP expand and enhance the UCP "Connection, Advocacy, Resource and Empowerment Services" (CARES) program which brings existing and new systems and resources together to address the unmet mental health, substance use disorder (SUD) and physical health needs for individuals residing in Oneida County.

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,

*Ashlee Thompson*  
Ashlee L. Thompson, MHA, MEd., Master CASAC  
Commissioner of Mental Health

AT/jh  
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 4-5-22

Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Upstate Cerebral Palsy, Inc.  
125 Business Park Dr.  
Utica, NY 13502

**Title of Activity or Service:** OCDMH Innovation & Improvement Fund Award:  
**Connection, Advocacy, Resource and Empowerment  
Services (UCP CARES)**

**Proposed Dates of Operation:** March 1, 2022 through February 28, 2023

**Client Population/Number to be Served:** Oneida County residents with unmet mental health, substance use and/or physical health needs.

**Summary Statements**

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

- a. The Provider Agency's "Connection, Advocacy, Resource and Empowerment Services (UCP CARES)" program brings existing and new systems and resources together to address the unmet mental health, substance use disorder (SUD) and physical health for individuals residing in Oneida County. The CARES project serves adults and strives to serve 200 individuals annually. Funding under this Agreement will help the Provider Agency expand and enhance the UCP CARES program by:
  - i. Supporting the development and recruitment of its Peer Workforce;
  - ii. Purchasing a vehicle for the purpose of community based outreach and engagement activities provided by Peers and other key members of the UCP CARES team; and
  - iii. Allowing for the purchase of technology resources from Central New York Home Health Network (CNYHHN) to support the addition of Helio Health to their referral database.

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

- a. Funding under this Agreement will allow the Provider Agency to engage with individuals in real-time. Peer Support Specialists will broaden their long-term impact by supporting connectivity and engagement in services, regardless of point of entry in the network. The addition of a vehicle for community-based outreach will further add to these improvements. This Agreement will also allow for the inclusion of Helio Health in a centralized referral data base, in which both the Provider Agency and CNYHHN utilizes for screening and referral processes, to include screening for behavioral health and physical health services. The network between these three agencies will have a

standardized process for managing referrals, including efforts to outreach and engage in services to promote effective transitions of care.

**3) Program Design and Staffing**

- a. The Provider Agency's Program Manager will oversee the operational improvements for which this funding will allow. Behavioral Health Navigators will be responsible for coordinating services and facilitating services with the treatment team. Peer Advocates will be responsible for engaging with individuals in services in both the traditional program setting and through mobile-outreach for individuals with mental health, substance use and other relative lived experiences.

**Total Funding Requested:** \$63,555.00

**Account #:** A4310.495147

**Oneida County Dept. Funding Recommendation:** \$63,555.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

**Mandated Service:** N/A

## 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 **Upstate Cerebral Palsy, Inc.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 125 Business Park Dr., Utica, NY 13502, hereinafter referred to as the “Provider Agency.”

### WITNESSETH:

WHEREAS, the County seeks to utilize funds received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program, to expand behavioral health services for the citizens and residents of Oneida County; and

WHEREAS, the County has established the 2021 Innovation & Improvement Fund (RFP #2021-298), launched in May 2021 and closed in October 2021, to solicit proposals from community based organizations that address local priorities, service gaps, and needs in the areas of Mental Health, Substance Use, and Intellectual and Developmental Disability; and

WHEREAS, the County received a total of 14 full proposal submissions, totaling more than \$2 million in requests, and has selected to award six organizations, including the Provider Agency listed above;

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from March 1, 2022 through February 28, 2023 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services:
  - a. The Provider Agency’s “Connection, Advocacy, Resource and Empowerment Services (UCP CARES)” program brings existing and new systems and resources together to address the unmet mental health, substance use disorder (SUD) and physical health for individuals residing in Oneida County. The CARES project serves adults and strives to serve 200 individuals annually. Funding under this Agreement will help the Provider Agency expand and enhance the UCP CARES program by:
    - i. Supporting the development and recruitment of its Peer Workforce;

- ii. Purchasing a vehicle for the purpose of community based outreach and engagement activities provided by Peers and other key members of the UCP CARES team; and
    - iii. Allowing for the purchase of technology resources from Central New York Home Health Network (CNYHHN) to support the addition of Helio Health to their referral database.
  - b. **UCP CARES Overview:** UCP CARES works to rapidly identify needs of individuals through a standardized screening and referral process which will be adaptable to all settings of care, ranging from traditional outpatient care to community-based outreach settings. The UCP CARES team helps treat individuals by:
    - i. utilizing motivational interviewing techniques to assist them in identifying their needs;
    - ii. creating a comprehensive care plan with input from the individual and members of their care and support network;
    - iii. identifying and connecting to resources to support the individualized care plan goals and individual preferences;
    - iv. advocating for individual to support ease of entry into the system of services;
    - v. engaging individuals through outreach utilizing peer supports and an approach of empowerment;
    - vi. assisting individuals in establishing and sustaining a level of independence that avoids higher levels of care.
  - c. **UCP CARES Program Enhancements:** Funding under this Agreement will allow the Provider Agency to engage with individuals in real-time. Peer Support Specialists will broaden their long-term impact by supporting connectivity and engagement in services, regardless of point of entry in the network. The addition of a vehicle for community-based outreach will further add to these improvements. This Agreement will also allow for the inclusion of Helio Health in a centralized referral data base, in which both the Provider Agency and CNYHHN utilizes for screening and referral processes, to include screening for behavioral health and physical health services. The network between these three agencies will have a standardized process for managing referrals, including efforts to outreach and engage in services to promote effective transitions of care.
- 3. For the Services provided, the County will reimburse the Provider Agency a maximum of Sixty Three Thousand Five Hundred Fifty-Five Dollars and no cents (\$63,555.00) during the term of this Agreement. The payment schedule will be based upon submission of an Oneida County Voucher to the County. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
- 4. The County will make payments to the Provider Agency either monthly or quarterly based on the timely submission of correct monthly payment vouchers. Payments will be provided

subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.

5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
  - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency, in accordance with its status as an independent contractor, covenants and agrees that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
  - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
  - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
  - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
  - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social

- security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
  - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
  - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the County for monitoring purposes. It is expressly understood that all information sent to the County 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 costs not approved for reimbursements by the County or the State or for 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 Oneida 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 comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (outlined in "h" below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance.
    - 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. 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.
  - c. OMH fully audited CFRs for the prior year that do not have a pre-approved 30-day extension are required to be received by the County by April 15<sup>th</sup> of each year.
  - d. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH supplied to the County by April 15th are required to be received by the County by May 15th.
  - e. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
  - f. OMH CBRs for the current year are required to be received by the County by October 15th.
  - g. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
  - h. 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 progress report containing relevant contract-related updates for that reporting period. The quarterly progress report template can be found in Appendix C.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
  - b. Accounting System & Financial Capability Questionnaire (where applicable).
  - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
  - d. Annual Audit and Financial Reports.
  - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency shall defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization



injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency shall indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and 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 shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, commercial automobile 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 in a judicial proceeding, then, such provision shall be severed and shall be inoperative and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain in full force and effect. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

16. The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the County as outlined below.

- a. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County 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. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
    - (1) The Provider Agency shall only access confidential information for which there is a need to know; and
    - (2) The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
    - (3) The Provider Agency shall not misuse confidential information or carelessly handle confidential information.
  - ii. The Provider Agency shall safeguard and shall 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 shall 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 Paragraph 16 of this Agreement will continue after termination of this Agreement 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 County 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 shall safeguard the confidentiality of all confidential information.
  - vi. The Provider Agency shall 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 Agency.
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, it shall safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.
- a. 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 and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York

Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget), Appendix B (Standard Oneida County Contract Addendum), and Appendix C (Contract Quarterly Progress Report Template), are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider have signed this Agreement on the day and year first above written.

**COUNTY OF ONEIDA**

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

By: Ashlee Thompson \_\_\_\_\_ Date 4/1/2022  
Ashlee Thompson  
Commissioner, Department of Mental Health

**UPSTATE CEREBRAL PALSY, INC.**

By: Eugene Falvo \_\_\_\_\_ Date 3/31/2022  
Eugene Falvo  
President, Board of Directors

By: Gene DeCondo \_\_\_\_\_ Date 3/31/2022  
Gene DeCondo  
President and Chief Executive Officer

Approved

By: \_\_\_\_\_  
Ellen S. Rayhill, Esq.  
Assistant County Attorney

<b>APPENDIX A</b>		
Upstate Cerebral Palsy, Inc.	<b>TOTAL ONE YEAR BUDGET:</b>	\$ 63,555.00
<b>APPENDIX A</b>		
<b>YEAR:</b>	<b>March 1, 2022 - Feb. 28, 2023</b>	
OMH:	\$	-
OASAS:	\$	-
OPWDD:	\$	-
COUNTY:	\$	63,555.00
<b>ANNUAL TOTAL:</b>	\$	63,555.00
<b>AMENDMENT</b>		
	\$	-
	\$	-
	\$	-
<b>ADJUSTED TOTAL:</b>	\$	63,555.00



**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).

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
  - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as



determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, “on Oneida County property” shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

## **Oneida County Department of Mental Health Contract Quarterly Progress Report Template**

### **CONTRACT REPORTING REQUIREMENTS:**

The Provider Agency agrees to comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (outlined below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance.

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 progress report** containing relevant contract-related updates for that reporting period. The quarterly progress report template can be found in Appendix E.

### **QUARTERLY PROGRESS REPORT INSTRUCTIONS:**

Please complete this Quarterly Progress Report and submit to the Oneida County Department of Mental Health (email to [mentalhealth@ocgov.net](mailto:mentalhealth@ocgov.net) or mail to 120 Airline St., Oriskany, NY 13424) on (or before) the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30). Please provide responses to each of the following questions:

1. Agency/Organization Name:
2. Contract Term:
3. Reporting Year:
4. Reporting Quarter:
5. Itemized list of all contract-related expenses that occurred during reporting period (can attach if necessary).





11. Please provide any additional contract-related (and/or non-contract-related) updates you would like to share.

12. Information of individual submitting report:

- Name:
- Title:
- Phone:
- Email:

13. Date of report submission:



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

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

**Peter M. Rayhill**  
County Attorney

March 28, 2022

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

FN 20 22-155  
HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

Attached please find a Multi-Jurisdictional Chief Elected Officials agreement prepared in accordance with the Workforce Innovation and Opportunity Act (WIOA). This agreement provides for the organization and implementation of activities pursuant to the WIOA. The agreement further designates the Chief Elected Representatives from Oneida, Herkimer and Madison Counties and delineates their duties under the WIOA.

If you find the enclosed agreement acceptable, I would respectfully request that you forward the same to the Board of Legislators for consideration at their next meeting. If you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

Maryangela Scalzo  
Enc.

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

Anthony J. Picente, Jr.  
County Executive

Date 3-29-22

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:** Multi-Jurisdictional Chief Elected Officials Agreement

**Proposed Dates of Operation:** Upon Execution

**Client Population/Number to be Served:** Oneida, Herkimer & Madison County residents

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** This agreement provides for the organization and implementation of activities pursuant to the Workforce Innovation and Opportunity Act (WIOA). The agreement further designates the Chief Elected Representatives from Oneida, Herkimer and Madison Counties and delineates their duties under the WIOA.
- 2) **Program/Service Objectives and Outcomes:** Implement the provisions of the Workforce Innovation and Opportunity Act.
- 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



## Multi-Jurisdictional Chief Elected Officials Agreement

Local Workforce Development Area: **Herkimer, Madison & Oneida Counties**

The Chairman of the Board of Legislators of Herkimer County, the Chairman of the Board of Supervisors of Madison County and the Executive of Oneida County, acting on their authority as the Chief Elected Officials, enter into this agreement in accordance with the Workforce Innovation and Opportunity Act (herein referred to as WIOA) § 107 [c] (1) [B]. The Herkimer County Chairman of the Board of Legislators, the Madison County Chairman of the Board of Supervisors and the Oneida County Executive are Chief Elected Officials, as defined in WIOA § 3 [9], and enter into this agreement to organize and implement activities pursuant to WIOA and as proposed by the Governor of the State of New York for the purpose of administering WIOA in Herkimer, Madison and Oneida counties.

### Part 1- Designation of the Chief Elected Officials

1. For purposes of administering WIOA and for entering into and implementing agreements in accordance with that Act, the Chief Elected Officials shall be designated from the respective counties in the following manner: The Chairman of the Board of Legislators of Herkimer County, the Chairman of the Board of Supervisors of Madison County and the Executive of Oneida County.
2. Non-concurrence between the Counties shall be resolved as expeditiously as possible. Representatives of the three Counties shall meet and confer with each other to resolve issues of non-concurrence. If concurrence cannot be reached within a reasonable amount of time, steps shall be taken towards resolution through the State.

### Part 2- Designation of Grant Recipient and Local Government Grant Sub recipient/Incorporated Fiscal Agent

1. The Chief Elected Officials recognize they are jointly responsible for WIOA funds and agree to the appointment of Herkimer County as the Grant recipient/fiscal agent who bears the fiduciary responsibility for these funds with the New York State Department of Labor.
2. The local grant sub recipient/fiscal agent shall disburse such funds for grant activities at the direction of the local board.
3. The Chief Elected Officials agree that the designated local governmental grant sub recipient/fiscal agent has reliable internal controls for financial management and disbursement of funds.
4. The name of the area is the "Herkimer, Madison & Oneida Counties Workforce Development Area."
5. This Agreement becomes effective upon the concurrent acceptance by the Counties and subsequent signature by the Chief Elected Officials of Herkimer, Madison and Oneida Counties. This Agreement (including any subsequent amendments) shall stay in effect until such time as: 1) all parties act to rescind the Agreement; or 2) federal or state authority ceases for the Herkimer, Madison and Oneida Counties Workforce Development Area to serve as the local implementation means for job-training programs. Should any party wish to rescind this Agreement, formal action seeking a rescission must be taken at least six months prior to the conclusion of the program year. The effective date of the rescission would then be the close of that program year.
6. No unilateral alteration of this agreement shall be made. Modification to the agreement by any County must be mutually negotiated and all requests to modify the agreement must be presented in writing to the Chief Elected Officials.

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## Workforce Development Board

**Alice J. Savino**  
Executive Director

209 Elizabeth Street  
Utica, NY 13501

315.793.6037  
Fax: 315.266.6123  
email: [asavino@working-solutions.org](mailto:asavino@working-solutions.org)

Part 3- Composition of and Designation of Workforce Development Board

1. The Chief Elected Officials, as set forth in Part 1.1 above, will establish and appoint a Workforce Development Board (WDB) to assist and carry out provisions of WIOA §§107 [a] & [b] .
2. Every effort will be made to balance the selection geographically throughout the Herkimer, Madison and Oneida Counties Workforce Development Area as well as balance the selection of large and small business, and other related factors to as accurately as possible reflect the landscape of the Herkimer, Madison and Oneida Counties Workforce Development Area.

Modification of membership may be completed at any time by the Workforce Development Board once established subject to the confirmation and concurrence of the Chief Elected Officials, as set forth in Part 1.1 above.

Part 4 - Designation of one stop Services and other responsibilities

1. As required by Section 121 (a) of WIOA, the Chief Elected Officials in cooperation with the Workforce Development Board, shall develop, administer, and approve the appropriate Memoranda of Understanding in establishing no less than one facility known as One Stop Center in the Herkimer, Madison and Oneida Counties Workforce Development Area.
2. The Chief Elected Officials shall also:
  - Review and approve the 4-year local plan developed by the local board, as required by WIOA § 108(a);
  - Review and approve actions taken by the board to designate One Stop Operators as required by WIOA § 121 (d) (1);
  - Review and approve monitoring activities by the local board as required by WIOA § 121(a)(3);
  - Review and approve the budget of the local board, as required by WIOA § 107(d)(12)(A); and
  - Negotiate and reach agreement on local performance accountability measures with the local board and the Governor as required under WIOA § 107(d)(9).

Part 5- Signatures

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

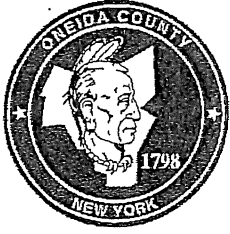
Typed name: Anthony J. Picente, Jr., Oneida County Executive

Signature: DocuSigned by:  
*Vincent J. Bono*  
8388C7E78FF9418... Date: 11/12/2021 | 1:17 PM EST

Typed name: Vincent J. Bono, Chairman of the Herkimer County Legislature

Signature: DocuSigned by:  
*John M. Becker*  
7F5D1DD1D1654AA... Date: 11/12/2021 | 11:14 AM PST

Typed Name: John M. Becker, Chairman of the Madison County Board of Supervisors



ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER

ANTHONY J. PICENTE, JR.  
County Executive

EDWARD T. STEVENS  
Director

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

April 13, 2022

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

FN 20 22-1510  
PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

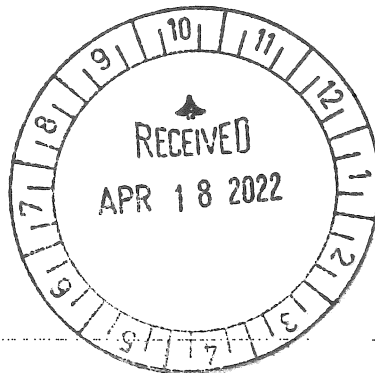
The Department of Emergency Services requests to enter into a renewal of our maintenance agreement with Tritech Software Systems from January 1, 2022 through December 31, 2022. The maintenance agreement will provide access to the customer call center for product support 24 hours per day, 7 days per week, and provides both on-site and remote diagnostic capabilities. The cost of this maintenance agreement will be \$121,765.94 and will be supported with County dollars.

If you find this agreement acceptable, I respectfully request that you forward the same to the Board of Legislators for review.

If I can be of further assistance, please feel free to contact me.

Sincerely

Edward T. Stevens  
Director of Emergency Services



mle

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

Anthony J. Picente, Jr.  
County Executive

Date 4/13/22

Oneida Co. Department Emergency Services

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

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: TriTech Software Systems  
1000 Business Center Drive  
Lake Mary, Florida 32746

Title of Activity or Services: Annual Maintenance Agreement

Proposed Dates of Operations: 1/1/2022 – 12/31/2022

Client Population/Number to be Served: 911 Dispatchers/Oneida County Residents

SUMMARY STATEMENTS

1) **Narrative Description of Proposed Services:** TriTech will provide updates and annual maintenance to the Computer Aided Dispatch (CAD) system, the ProQA Interface client license, 24/7 access to their customer call center for product support, and access to the help desk.

2) **Program/Service Objectives and Outcomes:** To provide on-site and remote diagnostic capabilities for the CAD system.

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

**Total Funding Requested:** \$121,765.94                      **Account:** 3020.493

**Oneida County Dept. Funding Recommendation:** \$121,765.94

**Proposed Funding Source (Federal \$ /State \$ / County \$):** County \$

**Cost Per Client Served:** N/A

**Past performance Served:** N/A

**O.C. Department Staff Comments:** This Department has utilized TriTech (formerly Tiburon) for maintenance of their CAD system for many years and is pleased with their support.

## **2022 Software Support Renewal Agreement**

This 2022 Software Support Renewal Agreement (the "2022 Software Support Renewal Agreement") is made and entered into by and between TriTech Software Systems, a California foreign business corporation, with principal offices located at 1000 Business Center Drive, Lake Mary, Florida 32746 (hereinafter referred to as "Contractor"), and Oneida County, a municipal corporation organized and existing pursuant to the laws of the State of New York, located at 800 Park Avenue, Utica, New York 13501, by and through its Department of Emergency Services (hereinafter collectively referred to as the "County"). Contractor and County are each individually referred to as a "Party" and collectively referred to as the "Parties."

### **WITNESSETH:**

**WHEREAS**, the County and Contractor entered into a Master Subscription Agreement whereby Contractor provides Computer Aided Dispatch ("CAD") services to the County, hereinafter referred to as the "Original Agreement" (County Contract No. 014904), a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the County and the Contractor entered into an Amendment to the Original Agreement to delete certain services and add services for data conversion (County Contract No. 19318), a copy of which is attached hereto as Exhibit B; and

**WHEREAS**, the County and the Contractor entered into renewal agreements for continued maintenance services for the CAD system, including 24/7 access to Contractor's customer call center for product support and software updates for the CAD system (County Contract Nos. 24649, 77815, and 106009); and

**WHEREAS**, the County desires to continue to utilize Contractor's services for continued maintenance of the CAD system; and

**WHEREAS**, the Parties desire to enter into an agreement for continued maintenance and support of the County's CAD system;

**NOW THEREFORE**, in consideration of the mutual promises made herein, the Parties hereto agree as follows:

1. Pursuant to the Section 11 (Term & Termination) of the Original Agreement, user subscriptions for the CAD system automatically renew for additional one (1) year periods. This 2022 Software Support Renewal Agreement hereby memorializes the one (1) year renewal period for such user subscriptions from January 1, 2022 to December 31, 2022.
2. The total cost for this 2022 Software Support Renewal Agreement shall be one hundred twenty one thousand seven hundred sixty-five dollars and ninety-four cents (\$121,765.94), as described in the Renewal Order attached hereto as Schedule 1 and incorporated by reference.

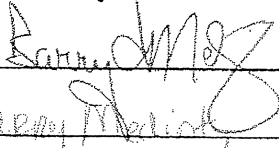


3. All other terms of the Original Agreement and Amendment shall remain in effect without change or alteration.

IN WITNESS WHEREOF, the Parties hereto have signed this 2022 Software Support Renewal Agreement on the date stated below.

TriTech Software Systems

County of Oneida

Signature: 

Signature: \_\_\_\_\_

Name: Barry Marini

Name: Anthony J. Picente, Jr.

Title: General Counsel & Corp Secretary

Title: County Executive

Date: 4-6-2022

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_

Assistant County Attorney

**Schedule 1**  
**Invoice Number 259183**



# Invoice

<i>Invoice No (1 of 1)</i>	<i>Date</i>	<i>Page</i>
335406	11/1/2021	1 of 1

Tritech Software Systems, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 Oneida Department of Emergency Services, NY  
 Ed Stevens  
 120 Base Road  
 Oriskany NY 13424  
 United States

**Ship To**  
 Oneida Department of Emergency Services,  
 NY  
 Ed Stevens  
 120 Base Road  
 Oriskany NY 13424  
 United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
14740	Oneida Department of Emergency Services, NY		USD	Net 30	12/31/2021

	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended</i>
Contract No. Q-64963				
1	DispatchNow CAD Annual Maintenance Fee - Annual Maintenance Fee NYSPIN State Interface Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$7,706.31	\$7,706.31
2	DispatchNow CAD Annual Maintenance Fee - Annual Maintenance Fee DispatchNow CAD (on premise) Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$110,165.38	\$110,165.38
3	DispatchNow CAD Annual Maintenance Fee - Annual Maintenance Fee 3 CAD Queries (E629916A) Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$985.14	\$985.14
4	Paramount ProQA Interface Client License, per workstation An - Annual Maintenance Fee 1 ProQA Interface Maintenance: Start:1/1/2022, End: 12/31/2022	1	\$2,909.11	\$2,909.11

Please include invoice number(s) on your remittance advice, made payable to Tritech Software Systems

**Subtotal** \$121,765.94

**Tax** \$0.00

**ACH:**

Routing Number 121000358  
 Account Number 1416612641  
 E-mail payment details to: Accounts.Receivable@CentralSquare.com

**Invoice Total** \$121,765.94

**Check:**

12709 Collection Center Drive  
 Chicago, IL 60693

**Payments Applied** \$0.00

**Balance Due** \$121,765.94

**Exhibit A**  
**Original Agreement**

## Exhibit A

D629913

### MASTER SUBSCRIPTION TERMS AND CONDITIONS

Upon execution of this agreement ("Effective Date"), the following Master Subscription Terms and Conditions ("Terms and Conditions") shall govern the Services to be provided to Oneida County, New York ("Customer") by Tiburon, Inc., a Virginia corporation, having its principal place of business at 3000 Executive Parkway, Suite 300, San Ramon, California 94583 ("Service Provider"). Unless expressly set forth in the attached Quote Document, no other terms and conditions shall apply to the performance of the Services, including but not limited to any additional terms and conditions on Customer provided purchase order documents.

#### 1. Definitions.

"Affiliate" means any governmental entity Customer performs dispatching services on behalf of.

"Customer" means the governmental entity acquiring Service Provider's Services.

"Customer Data" means all electronic data or information submitted by Customer to the Service.

"Initial Term" means five (5) years from the date Services are available to Customer for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first as determined by Service Provider.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Quote Document" means the document provided to Customer by Service Provider which details the pricing for the services to be provided hereunder and is attached hereto as Exhibit A.

"Service" shall mean the services to be provided pursuant to the Quote Document.

"User Guide" means the User manuals and guides provided upon delivery of the Services, as may be updated from time to time.

"Users" means individuals who are authorized by Customer to use the Service, for whom subscriptions to the Service have been purchased. Users may include but are not limited to employees, consultants, contractors and agents of Customer or its Affiliates.

#### 2. Service.

2.1 **Provision of Service.** During the term of the subscription and any renewal subscription period, Service Provider shall make the Service available to Customer and its Users pursuant to these Terms and Conditions and shall provide maintenance and support services in accordance with the Maintenance and Support Guidelines, which are attached hereto as Exhibit B.

2.2 **Additional Users.** User subscriptions are for a specified number of concurrent Customer Users and/or workstations, as provided in the Quote Document, and cannot be shared or used by others outside of Customer. Customer and/or Customer Affiliates may purchase additional User subscriptions at Service Provider's then current rates subject to these Terms and Conditions. Such additional User subscriptions shall be coterminous with the Customer's Initial Term or Renewal Term, as defined below in Section 11.2, as applicable.

2.3 **Customer Affiliates.** Customer and/or Customer Affiliates may purchase additional User subscriptions subject to these Terms and Conditions.

#### 3. Use of the Service.

3.1 **Service Provider Responsibilities.** Service Provider shall: (i) in addition to its confidentiality obligations hereunder, not use, modify or disclose to anyone other than Users the Customer Data; (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide support to Customer in accordance with the Maintenance and Support Guidelines attached hereto as Exhibit A and incorporated herein by this reference, at no additional charge; and (iv) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Service Provider shall give Customer at least 8 hours notice); or (b) any unavailability caused by circumstances beyond Service Provider's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Service Provider employees, contractors or agents), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Service Provider's possession or reasonable control.

## MASTER SUBSCRIPTION TERMS AND CONDITIONS

**3.2 Customer Responsibilities.** Customer is responsible for all activities that occur in User accounts and for Users' compliance with these Terms and Conditions. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Service Provider promptly of any such unauthorized access or use; (iii) comply with all applicable local, state, and federal laws in using the Service, and (iv) perform all Customer responsibilities as set forth in these Terms and Conditions.

**3.3 Use Guidelines.** Customer shall use the Service solely for its internal business purposes as contemplated by these Terms and Conditions and shall not intentionally: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these Terms and Conditions; (ii) send or store Malicious Code; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

**3.4 License to Use Service.** During the Initial Term and any subsequent Renewal Term, defined below, of these Terms and Conditions, Customer shall have a limited non-exclusive license to use the Service on as many workstations as specified in the Quote Document for Customer's own internal business purposes in accordance with Service Provider's standard subscription licensing terms. Unless expressly authorized by service Provider in writing, Customer shall not reproduce, distribute, decompile, reverse engineer, or otherwise misappropriate the Service for any reason.

### **4. Fees & Payment.**

**4.1 User Fees and Payment.** The total fee for the services to be provided hereunder is set forth in Exhibit A, Quote Q130158, with \$50,000 due sixty (60) days after these Terms and Conditions are fully signed by the parties. The remaining amount to be payable in annual installments of \$180,000 beginning upon Service Provider's determination the Services are available for live-production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first. The monthly fees shall be due Net-30 from the first of each month, with the first and last month pro-rated accordingly. A late penalty of three percent (3%) per month shall be added to each invoice that is past due. Such fees specifically exclude all taxes. Except as otherwise provided, all fees are quoted and payable in United States dollars. Except as otherwise specified herein, fees are based on services purchased and not actual usage, and the number of subscriptions purchased cannot be decreased during the relevant subscription term. The Customer hereby represents and warrants that it has duly appropriated or otherwise set aside funds in an amount at least equal to the Contract Price to satisfy its payment obligations hereunder.

**4.2 Suspension of Service.** If Customer's account is past-due (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Service Provider reserves the right to suspend the Service provided to Customer, until such amounts are paid in full at which time Service will be restored.

### **5. Proprietary Rights.**

**5.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Service Provider reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**5.2 Customer Data.** As between Service Provider and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under these Terms and Conditions. Service Provider shall not access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's request.

**5.3 Restrictions.** Customer shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

### **6. Confidentiality.**

**6.1 Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Customer Data, the Service, business and marketing plans, technology and technical

## MASTER SUBSCRIPTION TERMS AND CONDITIONS

information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

**6.2 Confidentiality Survival.** The obligations hereunder with respect to each item of Customer Confidential Information and Service Provider Confidential Information shall survive the termination of these Terms and Conditions.

**6.3 Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and Conditions, except disclosure of Confidential Information shall not be precluded if (i) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof, provided, however, that the recipient of such Confidential Information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued; (ii) such disclosure is necessary to establish rights or enforce obligations under these Terms and Conditions, but only to the extent that any such disclosure is necessary for such purpose and the Disclosing Party was provided prior written notice and the opportunity to obtain an injunction against such disclosure; or (iii) the recipient of such Confidential Information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.

**6.4 Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and Confidential Information of like kind (but in no event using less than reasonable care).

**6.5 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## **7. Warranties & Disclaimers.**

**7.1 Warranties.** Each party represents and warrants that it has the legal power to enter into these Terms and Conditions. Service Provider represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the User Guide; (iii) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein; and (iv) the Service does not infringe any intellectual property rights of any third party.

**7.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8. Indemnification.** Service Provider agrees to protect, defend, indemnify, and save the Customer, its agents, officials, employees, or any firm, company, organization, or individual to whom the Customer may be contracted, harmless from and against any and all claims, demands, actions, and causes of action of which Service Provider is given prompt notification and over which Service Provider is given control to resolve (the "Indemnified Matters"), which may arise on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from Service Provider's willful misconduct or negligence in the performance of the Services hereunder; provided, however, that in no event shall Service Provider be liable for the accuracy or completeness of Customer Data, and under no circumstances shall Service Provider be liable for special, incidental or consequential damages. Service Provider agrees to further indemnify the Customer for all reasonable expenses and attorney's fees incurred by the Customer in connection with the Indemnified Matters.

**9. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER HEREUNDER DURING THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

## MASTER SUBSCRIPTION TERMS AND CONDITIONS

PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Insurance.** Service Provider shall procure and maintain in effect during the term of these Terms and Conditions the following insurance coverages, naming Customer as an additional insured, with an insurance company or companies authorized to do business in the State of California and approved by the Customer with a Best rating of no less than A:VII:

**10.1 Workers' Compensation and Employers Liability Insurance** in accordance with the laws of the State of California with liability limits of Five Hundred Thousand Dollars (\$500,000.00) per accident.

**10.2 Comprehensive General Liability and Broad Form Comprehensive General Liability or Commercial General Liability** including bodily injury, personal injury, and property damage in the amount of a combined single limit of One Million Dollars (\$1,000,000), each occurrence, and Two Million Dollars (\$2,000,000) in aggregate limit.

**10.3 Comprehensive Auto Liability** including bodily injury, personal injury and property damage in the amount of a combined single limit of One Million Dollars (\$1,000,000.00). Coverage must include all automobiles utilized by Service Provider in connection with its performance of the services hereunder.

**10.4** Service Provider shall endeavor to provide thirty (30) days prior written notice to the Customer in the event of any material change in or cancellation of the policy.

**10.5** Service Provider shall give prompt written notice to the Customer of all known losses, damages, or injuries to any person or to property of the Customer or third persons that may be in any way related to the services being provided hereunder or for which a claim might be made against the Customer. Service Provider shall promptly report to the Customer all such claims that Service Provider has noticed, whether related to matters insured or uninsured. No settlement or payment for any claim for loss, injury or damage or other matter as to which the Customer may be charged with an obligation to make any payment or reimbursement shall be made by Service Provider without the prior written approval of the Customer.

## **11. Term & Termination.**

**11.1 Term of Terms and Conditions.** These Terms and Conditions are in effect from the Effective Date through the Initial Term and/or any Renewal Term, as defined below, unless otherwise terminated.

**11.2 Term of User Subscriptions.** User subscriptions shall commence upon the Services being made available to Customer for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first as determined by Service Provider, and continue through the Initial Term, unless terminated earlier in accordance with these Terms and Conditions. Upon completion of the Initial Term or any subsequent Renewal Term, the User subscriptions shall automatically renew for additional one (1) year periods ("Renewal Term") at the list price in effect at the time of renewal unless either party gives the other notice of non-renewal at least sixty (60) days prior to the end of the relevant subscription term.

**11.3 Termination.** Either party may terminate these Terms and Conditions for convenience at any time for any reason upon at least sixty (60) days advanced written notice to the other party. If Customer terminates these Terms and Conditions at any time from contract execution through the Initial Term, Customer shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Customer terminates these Terms and Conditions for convenience during any Renewal Term, Customer shall pay one hundred percent (100%) of the remaining fees owed for the Renewal Term. If Service Provider terminates for convenience, Customer shall be under no further obligation to pay for continued subscription fees after the effective date of termination as specified in Service Provider's notice to Customer. The termination fees set forth above are not intended as a penalty, but rather a charge to compensate Service Provider for Customer's failure to satisfy the commitment set forth in these Terms and Conditions on which Customer's pricing is based upon. Following termination of these Terms and Conditions, Customer shall have no further right to use or access the Service and all copies of the Service shall be removed from Customer's system.

**11.4 Return of Customer Data.** Within ninety (90) days after termination of the Services being provided hereunder, Service Provider will provide Customer with a copy of all Customer Data in its native file format as determined by Service Provider. After a copy of the Customer Data has been provided to the Customer, Service Provider shall have no obligation to maintain or provide any



**MASTER SUBSCRIPTION TERMS AND CONDITIONS**

Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

**11.5 Surviving Provisions.** The following provisions shall survive any termination or expiration of these Terms and Conditions: Sections 4, 5, 6, 7, 9, 11, and 12.

**12. General Provisions.**

**12.1 Relationship of the Parties.** Customer and Service Provider are independent contractors under these Terms and Conditions, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

**12.2 Notices.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of these Terms and Conditions shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. All notices shall be provided to the following addresses:

If to Service Provider:

Tiburon, Inc.  
Attention: VP of Contracts  
3000 Executive Parkway, Suite 500  
San Ramon, California 94583  
Phone: 925-621-2700  
Fax: 925-621-2799

If to Customer:

Oneida County NY  
120 Bagg Road  
Oriskany, NY  
13424

**12.3 Waiver.** In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of these Terms and Conditions. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of these Terms and Conditions.

## MASTER SUBSCRIPTION TERMS AND CONDITIONS

**12.4 Amendments.** No amendment or other modification of these Terms and Conditions shall be valid unless pursuant to a written instrument referencg these Terms and Conditions signed by duly authorized representatives of each of the parties hereto.

**12.5 Severability.** If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms and Conditions shall remain in effect.

**12.6 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, Service Provider may assign these Terms and Conditions in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms and Conditions shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.7 Third Party Beneficiaries.** This Terms and Conditions is entered into for the sole benefit of the Customer and Service Provider and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in these Terms and Conditions shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to these Terms and Conditions to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with these Terms and Conditions.

**12.8 Anti-Discrimination.** Service Provider agrees that in performing its tasks under these Terms and Conditions, it shall not discriminate against any worker, employee, or applicant, or any member of the public, because of age, race, sex, creed, color, religion, or national origin, nor otherwise commit an unfair employment practice in violation of any state or federal law.

**12.9 Governing Law.** This Terms and Conditions shall be governed exclusively by the Internal laws of the State in which Customer resides, without regard to its conflicts of laws rules.

**12.10 Venue; Waiver of Jury Trial.** The state and federal courts located in the County and State of where the Customer resides shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms and Conditions. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Terms and Conditions.

**12.11 Entire Terms and Conditions.** These Terms and Conditions, including all exhibits and addenda hereto, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms and Conditions shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of these Terms and Conditions and any exhibit hereto, the terms of such exhibit shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of these Terms and Conditions, and all such terms or conditions shall be null and void.

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MASTER SUBSCRIPTION TERMS AND CONDITIONS

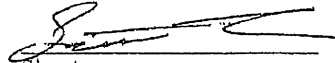
13. Signatures

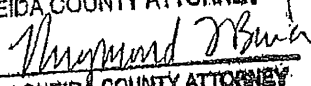
By signing in the designated space below, the parties hereby represent that the person signing has the authority to enter into these Terms and Conditions and thereby agree to be bound by such:

Customer

Tiburon, Inc.

  
Signature  
Name: Anthony Picente Jr.  
Title: Oneida Co. Executive  
Date: Jan 30, 2014

  
Signature  
Name: Scott Carroll  
Title: Contracts Manager  
Date: 12-9-13

APPROVED AS TO FORM ONLY  
ONEIDA COUNTY ATTORNEY  
BY   
ASST ONEIDA COUNTY ATTORNEY

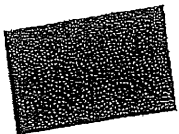


Exhibit A  
to  
MASTER SUBSCRIPTION TERMS AND CONDITIONS  
Quote Document

The Quote Document shall follow this cover page.



Tiburon PSaaS On Premise Subscription Service  
DN CAD, TE RMS, IQR Fire RMS

For

Onelda County, NY

# TIBURON

## SUMMARY

Tiburon Solution	Yearly Price
Tiburon DN Mobile Software ✓	
Tiburon TE RMS Software ✓	
Tiburon IQR FIRE RMS Software ✓	
Tiburon Analytics Software	
Tiburon Services	
Tiburon Data Migration Services	
Software Maintenance Services	
<b>Subtotal</b>	<b>\$180,000</b>
<b>TOTAL TIBURON SOLUTION - YEARLY FIVE YEAR SUBSCRIPTION TERM</b>	<b>\$180,000</b>
<b>ONE TIME SET-UP FEES</b>	<b>\$50,000</b>
<b>GRAND TOTAL FIVE YEARS SUBSCRIPTION TERM</b>	<b>\$950,000</b>

\*\*\*The prices indicated above do not include installation and/or configuration of 3rd party software and/or hardware\*\*\*

\*\*\*Tiburon requires remote VPN access to the customer site (minimum 1Mbps)\*\*\*

\*\*\*The price indicated above do not include maintenance, services and hardware value for the optional items\*\*

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CONFIDENTIAL

Q130168 - Onida - Tiburon PaaS On Premise Subscription Service - DN CAD, TE RMS, IQR Fire r2.xl

# TIBURON

Qty	Description	Unit Price	Total
-----	-------------	------------	-------

## TIBURON MOBILE

Tiburon DN Mobile Software			Annually
	DN Mobile Server License (Includes AVL)	1	
	DN Mobile Client License (Includes AVL), per concurrent user	110	

## TIBURON TRMS

Tiburon TE RMS Software			Annually
	TE RMS Server License	1	
	TE RMS Client License	170	
	TE RMS TRACS Interface	1	
	TE RMS Livescan Digital Fingerprinting Interface	1	
	TE Additional NY State Forms	10	

## TIBURON IQR FIRE RMS

Tiburon IQR FIRE RMS Software			Annually
	IQR Fire Server License	1	
	IQR Fire Client License	80	

## TIBURON ANALYTICS

Tiburon Analytics Software			Annually
	Tiburon Analytics - Agency Edition	1	Included

## TIBURON SERVICES

Pkts	Tiburon Services	Annually
	DN Remote Project Management	Included
	TE Remote Project Management	Included
	DN Installation Services	Included
	TE Installation Services	Included
	IQR Fire RMS Services	Included
	Mobile Admin - Remote - 1 day - max of 4 students	Included
	Mobile Train The Trainer - Remote - 1 day - max of 8 students	Included
	TE RMS Remote Admin Training Services - 5 days, max of 4 students	Included
	TE RMS Onsite Train The Trainer Training Services - 4 days, max of 8 students	Included

## TIBURON DATA MIGRATION SERVICES

Tiburon Data Migration Services			Annually
	Data Migration from Archonix XRMS		Included
	Data Migration from Legacy Archonix		Included
	Data Migration from SIS Migration		Included

## ANNUAL TOTAL FIVE YEAR SUBSCRIPTION TERM

\$180,000

Notes	Description	Price	Total
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Tiburon Upfront Fees			Upfront
	One time Set-up fees to cover Implementation services		
		Subtotal	\$50,000

## ONE TIME UPFRONT FEES

\$50,000

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 Q150 (02) - Q12012 - Tiburon P6e s8 On Premise Subscription Service - DN CAD, TE RMS, IQR Fire (2 of 2)

# TIBURON

## Notes

**Note 1** This offer assumes that the customer will be providing all required computer hardware and Microsoft OS for servers and clients and Microsoft SQL server software.  
 The customer is responsible for pricing, ordering, staging and installing onsite all specified hardware and OS/SQL software.  
 Based on the proposed system configuration Tiburon is recommending the following:

### Tiburon Mobiles

Quantity	Description	Notes
1	HP Proliant DL160 Gen8 1 x - Intel® Xeon® ES-2603 (4 core, 1.80 GHz, 10MB, 80W) 4 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration	DN-MOBILE
1	HP Proliant DL160 Gen8 1 x - Intel® Xeon® ES-2603 (4 core, 1.80 GHz, 10MB, 80W) 8 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration	RADIOIP
1	Intel Core 2 Duo Processor @ 1.6GHz 2 GB DDR2-SDRAM Serial Connection port (GPS device connection) Wireless Air Cards (HSDPA/3G/LTE cards) Note: Rugged laptop models are recommended (Panasonic Toughbook CF-53 or equivalent) License Windows 7 Professional SP1 (or Windows XP Pro SP3) 32 bit	Mobile CAD Clients
2	License Windows 2008 R2 Standard 64 bit	DN-MOBILE, RADIOIP



# TIBURON

## Tiburon RMS:

The requirements listed below are meant to be used as a basic guide for running Tiburon RMS. If further evaluation and consulting is needed, please contact Tiburon.

Quantity	Description	Notes
TBD	Windows XP Professional SP3 or higher ** Windows 7 64 bit Install highly recommended Core 2 Duo Intel Base Processor 2.0 GH or higher 2 GB RAM (4 glg of RAM recommended) Minimum 80 GB hard drive or higher Minimum 19" Display Monitor 10/100/1000 NIC (Standard network connectivity) Speakers for audio alerts	RMS Clients
TBD	Windows XP Professional SP3 or higher ** Windows 7 64 bit Install highly recommended Core 2 Duo Intel Base Processor 2.0 GH or higher 2 GB RAM 4 glg preferred when using a 64 bit OS 80 GB hard drive 17" Monitor 10/100/1000 NIC (Standard network connectivity) Must support wireless internet access card Must support adequate number of USB ports for peripherals Must support adequate power (voltage) for peripherals (some scanners are not properly powered by certain notebooks) Important Note: There are known issues when using certain Panasonic notebooks so prior to making any purchases, please consult with Tiburon.	Mobile RMS Clients

Category	Physical	Virtual
CPU	Intel based Server with 2 Quad Core Xeon Processors	SQL Server Database: 8 Core Application/IS Server: 4 Core
Memory	16 GB of RAM (32GB recommended)	SQL Server Database: 16 GB of RAM Application/IS Server: 8 GB of RAM
Storage	1-2 TB storage across multiple drives with RAID-5 Note: Specific storage requirements are TBD based on an agency's current and projected needs.	SQL Server Database: 1-2 TB Application/IS Server: 500 GB Note: Specific storage requirements are TBD based on an agency's current and projected needs.
Optical	DVD/CDRW	N/A
Network Interface Controller	(2) 10/100/1000 NIC	N/A
Operating System	2 <sup>nd</sup> Server with Double Take Replication Software or Windows Clustering	VMware with High Availability OR Hyper-V: Microsoft Windows Server 2008 R2 Enterprise
Recommended Software	Windows Server 2008 R2  Microsoft SQL Server 2008 R2  Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent	Windows Server 2008 R2 (for VMware)  Windows Server 2008 R2 Enterprise (for Hyper-V)  Microsoft SQL Server 2008 R2 Appropriate Virtualization Licensing Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent

# TIBURON

QUANTITY	DESCRIPTION
	Optional Hardware
TBD	Printers
	HP LaserJet M601N B/W Laser printer for Head Quarters
	L-Tron/Brother Pocket Jet 622 Printer Plus for Vehicle(s)
	Car Adapter wired 14 foot length
	Dymo Labelwriter 450 turbo printer for Property Module:
TBD	Scanner
	Honeywell 4810LR Compact Area-Imaging Scanner

- Tiburon requires remote VPN access to the customer site (minimum 1Mbps)
- The minimum bandwidth dedicated to the application across sites is T1 (1.544 Mbps)

For optimal CAD, Mobile & RMS applications performance, these applications should function in a controlled environment on hardware that meets or exceeds the specifications mentioned in this quotation

The customer shall inform Tiburon of any 3rd party applications not purchased from Tiburon that the customer intends to operate on the same machine as Tiburon's CAD, Mobile & RMS applications. If the product is unfamiliar to Tiburon, the customer will request of its 3rd party vendor to provide technical information on its application. If Tiburon deems that certification testing is required to guarantee co-existence of the 3rd party application with the Tiburon application(s), certification services are outside the scope of this offer and shall be quoted separately.

**Note 2** Mobile Data Terminals (MDT) and MDT mounting equipment are not included. They must be supplied and installed by the customer.

GPS equipment, antennas, adapters, etc. are not included. They must be supplied and installed by the customer.

The customer is required to purchase and install NMEA compliant GPS device with a serial or UDP interface, or a Trimble Placer450 GPS device.

**Note 3** Installation costs cover the installation of 5 Mobile/AVL clients only. Customer is responsible for installing the remaining number of MDT's according to instructions provided by Tiburon.

This quote assumes that all Mobile Data Computers will be in one central location for ease of installation.

Mobile installation charges do not cover in-car installation. Computer installation in vehicles is assumed to be performed by the customer's vehicle maintenance organization.

**Note 4** Tiburon RMS Remote Installation Services include remote installation of the RMS server license and 5 client licenses. This requires that the customer provides a high speed connectivity and that the RMS server is on an accessible network to allow Tiburon technical support personnel deployment of the RMS server software. Customer is responsible to install the remaining Tiburon RMS workstation licenses according to Tiburon's provided instructions.

**Note 5.** Customer is responsible to perform configuration data entry based on training provided by Tiburon based on data entry milestone timelines specified at the project kickoff meeting.

**Note 6** The data to be converted and loaded into TE RMS will be sourced from the customer's existing RMS systems (Archonix X RMS, Legacy Archonix and SJS). Customer will provide the extracts of the data in an agreed acceptable format to acceptable format to Tiburon for conversion.

The following data will be converted and loaded from each RMS system:

1. RMS Master Name
2. RMS Master Location
3. RMS Event/Incidents
4. RMS Property
5. RMS Case
6. RMS Arrest

#### Limitations of Data Conversion

Tiburon will apply its best efforts to convert the data as identified above. In some cases conversion of all requested data to the new system may not be possible. For example, in the event the source data element does not have an equivalent field in TE RMS; that data element will not be migrated. Data will be converted as is and will not be changed/cleaned during the process

**Note 7** Purchase of the Tiburon Analytics - Agency Edition also includes the Tiburon Analytics - Public Edition.

# TIBURON

## Terms

**PRICING** All prices are in U.S. Funds.  
Taxes, if applicable, are extra.

**PAYMENT** One time payments payable upon contract signature.  
Annual payments due the sooner of system Go Live or 6 months after contract signature.

**VALIDITY** 120 days

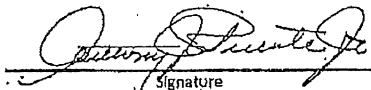
The Products and Services Quoted herein are provided on a term subscription period basis only with all Ownership remaining with Tiburon. Tiburon shall make the Service available to Customer pursuant to Tiburon's Standard Terms and Conditions.

The licenses granted to Client pursuant to the Subscription Agreement shall expire at the conclusion of the subscription period. Client's right to use the system shall terminate immediately upon completion of or termination for any reason of the Subscription Agreement, at which time Tiburon may terminate Client's access to the system without further notice.

In the event Client terminates the Subscription Agreement early, Client shall pay to Tiburon, within thirty (30) days, one-hundred percent (100%) of the remaining amount due under the Subscription Agreement. If for any reason, other than cause, Client terminates the Subscription Agreement, ceases use of the system, or delays payments, Tiburon reserves the right to suspend or terminate Client's access to the System and end Client's right to use the system further.

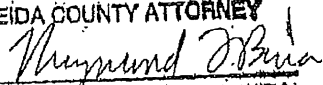
## Approval Signature

By signing in the space provided below, I am representing that I am authorized to sign on behalf of Customer:

  
Signature

Jan 30 2014  
Date

**APPROVED AS TO FORM ONLY  
ONEIDA COUNTY ATTORNEY**

BY   
**ASST ONEIDA COUNTY ATTORNEY**

# TIBURON

## Revision History

Revision Level	Reason for Revision	Date Revised
-	Original	August 12, 2013

Exhibit B  
to  
MASTER SUBSCRIPTION TERMS AND CONDITIONS  
Maintenance and Support Guidelines

The Maintenance and Support Guidelines shall follow this cover page.

## Hosting Maintenance and Support Guidelines

Technical Support Services.....	2
Help Desk Service.....	2
Help Desk Call Taking Process.....	2
Escalation Procedure.....	2
Table A: Ticket Priorities and the Service Level Agreement (SLA).....	4
Software Updates Program.....	5
Product Specialist and Training Services.....	5
Customer Responsibilities.....	5
Exclusions to Technical Support Services.....	8

## Technical Support Services

Service Provider's Technical Support Services department consists of technical specialists dedicated to providing the highest level of technical support services to its Customers.

Technical Support Services include the Help Desk Service, Software Updates Program, Product Specialist Services and Training Services.

The Help Desk Service and Software Updates Program are provided on a per-product basis and available on an annual or multi-year basis as detailed in the Customer Quotation.

### Help Desk Service

The Help Desk service includes technical support on products purchased from Service Provider including Service Provider licensed products and 3rd party products.

The Help Desk provides 24 x 7 technical support to Customers for all Service Provider products. The Help Desk is staffed by technical specialists, backed by 24 x 7 engineering support to handle high priority issues.

High priority issues that cannot be addressed expediently by the technical specialists alone are assigned to the 24 x 7 engineering support staff. If the issue cannot be addressed within the defined service level agreement (SLA) in Table A, an escalation process is automatically triggered involving senior management in order to take immediate action calling upon product experts as needed. This level of specialized technical support ensures timely, accurate and effective support for Service Provider's Customers.

For urgent and high priority tickets (see Table A), Customers are requested to contact the Help Desk by phone in order to obtain immediate technical support using the following toll-free number; **1 (877) 441-4648**.

For routine and lower priority tickets (see Table A), Customers are encouraged to send an email to [DispatchNowSupport@tiburoninc.com](mailto:DispatchNowSupport@tiburoninc.com) which includes caller contact information, site identification, affected product and a short problem description. An email reply will acknowledge that Service Provider has received the Customer's email. A Help Desk representative will contact the Customer with a ticket # and status within the timeframes defined in the SLA (see below for details).

### Help Desk Call Taking Process

When a Help Desk call is received, it is answered by a Help Desk representative. The representative takes the caller's general information such as caller contact information, site identification, affected product and a short problem description. Based on the priority definitions detailed in Table A, the caller advises the Help Desk representative on the priority of the issue. The caller is given a ticket reference number and is passed onto a Help Desk technical specialist for problem investigation and resolution. If there are no Help Desk technical specialists available to immediately take the call, the caller is called back within the agreed upon SLA.

The Help Desk technical specialist will work over the phone and through remote high speed facilities (e.g. Cisco VPN, Sonic Wall, Remotely Anywhere, Remote Desktop) to troubleshoot and resolve the issue. The ticket is only 'closed' by Service Provider upon positive confirmation from the Customer.

### Escalation Procedure

When the call-back SLA specified in Table A is not met, the Help Desk is instructed to escalate the ticket to the people identified below and advise the Customer that this escalation is in progress. Should the Customer not receive a call from the Help Desk within the call-back SLA, the Customer is free to contact the following escalation contacts directly (in the order indicated):

[Redacted]	
Help Desk Team Leader	(514) 916-0199
Director, Operations	(514) 804-9334
Director, SW Development	(514) 916-3995
Sr. VP, Products and Operations	(514) 916-0423

Internal escalation is automatically triggered in the timeframes defined in the last two columns of Table A in order to ensure that high priority tickets are resolved as quickly as possible.

**Note:**

The call-back time is defined as the interval of time from the moment Service Provider Help Desk received a call for service to the moment a Service Provider technical specialist contacts the site.



Table A: Ticket Priorities and the Service Level Agreement (SLA)

The following table defines our standard ticket priorities and their respective response service level agreement (SLA):

	Priority/Impact	Response Time	Description	SLA	Resolution Time
(1) URGENT	<u>Severe Operational Impact:</u> The system is not operational or the Customer's operation is severely impaired.	15 MINUTES	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround, if applicable, a permanent solution is worked on as a high priority until delivered.	IMMEDIATE	1 HOUR
(2) HIGH PRIORITY	<u>Major Operational Impact:</u> The loss of functionality that impairs the Customer's normal operation but essential services are still supported.	1 HOUR	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround, if applicable, a permanent solution is worked on to be delivered in the next available release.	4 HOURS	START OF NEXT BUSINESS DAY
(3) ROUTINE	<u>Limited Operational Impact:</u> The loss of a non-essential functionality or a failure that is limited to a subset of users.	8 HOURS	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release.	NOT APPLICABLE	NOT APPLICABLE
(4) LOW	<u>No Operational Impact:</u> The loss of a non-essential functionality or a failure that has no operational impact.	NEXT BUSINESS DAY	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release or a commercially reasonable effort is made to provide a workaround solution.	NOT APPLICABLE	NOT APPLICABLE
(5) INQUIRY	<u>Request for Information</u> General questions and technical inquiries on the expected behavior and capabilities of the product and/or enhancement recommendations.	2 BUSINESS DAYS	Technical specialists respond during office hours.	NOT APPLICABLE	NOT APPLICABLE

### **Software Updates Program**

If the Customer has purchased the Software Updates Program, the Customer will be entitled to receive new General Availability (GA) releases of the Service Provider licensed software products purchased by the Customer.

The Software Updates Program provided hereunder does not include any of the following:

- (a) On-site installation and configuration services. Upon reasonable notice from the Customer, Service Provider will provide a Quote Document to the Customer on a time and materials basis at Service Provider's then current rates for such services;
- (b) Additional training services. In conjunction with each new release delivered to Customer, Service Provider will provide Customer with training deemed necessary by Service Provider to review new features, major bug fixes, and changes to installation and configuration guidelines that are included in the new release. No other additional training is included in the Software Updates Program. However, upon reasonable notice from the Customer, Service Provider will provide a firm fixed price quote for such training services.
- (c) Modifications or customization of the Software other than corrections of Defects made or provided under these Maintenance and Support Guidelines;
- (d) Consultation for new programs or equipment;
- (e) Correction of problems, and assistance regarding problems, caused by operator errors, including but not limited to the entry of incorrect data and the maintenance of inadequate backup copies and improper procedures; and/or
- (f) Correction of errors attributable to software other than the licensed Software.

Upgrade of the Customer's Hardware, Operating System, and/or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. The Customer shall be solely responsible for the cost of such upgrades unless expressly stated otherwise.

### **Product Specialist and Training Services**

Customer may contact the Help Desk to request the services of Product Specialists and Trainers. The Help Desk will direct the call to the appropriate technical services representative to provide details on the services offered and their associated rates and to schedule resource availability.

### **Customer Responsibilities**

- (a) **Technical Service Tickets** The Customer shall provide all information requested by Service Provider necessary to complete its Technical Support Services form for each request for technical services, Enhancements, and Out of Scope Services.

(b) **Remote Access** The Customer will facilitate high speed 512Kbps or greater remote VPN access for Service Provider to access the servers and workstations at the Customer Site. Remote access will require the use of interactive applications including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, *secure shell* (ssh) , and application-level TCP/IP socket connectivity as determined necessary by Service Provider. Service Provider personnel will require local administrative control of all servers and workstations involved in Service Provider implementation. In addition, Service Provider requires the ability to dynamically upload/download files to the server(s) without third-party intervention. Service Provider technicians may need remote access to the System to analyze the System configuration, aid in problem analysis or to modify the System configuration for a problem work-around. Remote access may also be used for transmission of Software updates to the Customer. Remote access must be available twenty-four (24) hours a day, seven (7) days a week.

Service Provider's request to halt any System functionality shall require the Customer's appropriate management approval. Service Provider shall not perform any service-affecting activity without informing the Customer's appropriate management in advance and receiving proper authorization.

Service Provider recognizes the need for security of remote access facilities. Service Provider shall work within the Customer's security guidelines whenever possible. If the Customer's remote access facility is dysfunctional, Service Provider shall not be held liable for response times.

Service Provider shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Service Provider shall use the data connection solely in connection with the provision of its services hereunder. The Customer may be required to run tests deemed necessary by Service Provider following each remote access as requested by Service Provider.

(c) **Access** The Customer shall provide Service Provider's personnel or its local service provider with full access to their site at all required times.

(d) **Maintenance and Back-Ups** The Customer shall ensure that maintenance and back-up activities relating to the Service Provider proprietary software and the System, including without limitation backing up databases and journal logs, purging out of date records and running reports and performing diagnostics, are timely carried out.

(e) **Data Input** The Customer shall enter, update and maintain the input data as required for satisfactory operation of the Service Provider proprietary software, and be responsible for the accuracy of all Customer-provided data.

(f) **Third-Party Product Support** Unless otherwise agreed, the Customer shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain third party products as specified by Service Provider, and shall ensure that, in addition to authorizing the Customer to request support services there under, each such support contract also expressly authorizes Service Provider to request support services there under on the Customer's behalf.

(g) **System Security** The Customer shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.

(h) **System Change, Alteration, or Modification** The Customer shall ensure that, with respect to the Service Provider proprietary software, such software is installed only on the authorized server and workstations and only at the authorized site. The Customer shall ensure that each authorized site conforms in all respects to the site specifications as required by Service Provider. The Customer shall ensure that no change, alteration or modification is made to the System configuration without the express prior written consent of Service Provider; provided, however, that said consent is not intended to constitute in any manner Service Provider's approval, certification, endorsement, or warranty of the System configuration or System performance.

(i) **Database Administration Change Authorization** Customer shall maintain a system to ensure that only authorized personnel have the ability to perform database administration activities and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Service Provider's Technical Support Services department. Database administration shall be in compliance with Service Provider provided guidelines. Service Provider cannot assist Customer personnel other than those on the most current authorization list.

(j) **Authorized Customer Representative** The Customer shall designate, in a written notice a single individual to act as the Customer's authorized representative for purposes of these Maintenance and Support Guidelines. Such individual (a) must be authorized to act on the Customer's behalf with respect to all matters relating to these Maintenance and Support Guidelines; (b) shall ensure the Customer's compliance with its responsibilities under these Maintenance and Support Guidelines; and (c) shall coordinate appropriate schedules in connection with Service Provider's services under these Maintenance and Support Guidelines. The Customer may change the individual designated hereunder by providing Service Provider advance written notice designating the new individual authorized to act as the Customer Representative.

(k) **Technical Support Coordinators** The Customer shall designate, in a written notice one or more individuals to act as the Customer's technical support coordinator (a "Technical Support Coordinator"). The Customer shall ensure that each Technical Support Coordinator designated hereunder shall have received the appropriate Service Provider proprietary software and System training and shall otherwise be familiar with the Service Provider proprietary software and the System. The Customer shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle operational problems, where appropriate; (b) to provide access to the System as required; and (c) to provide on-site technical assistance as required by Service Provider to aid Service Provider in performing its services hereunder. The Customer may change any individual designated hereunder by providing Service Provider with advance written notice designating the new individual authorized to act as a Technical Support Coordinator.

(l) **Training** The Customer shall ensure that all Technical Support Coordinators and other personnel have received appropriate training on the Service Provider proprietary software and the System, and otherwise maintain sufficient personnel with sufficient training and experience to perform its obligations under these Maintenance and Support Guidelines.

(m) **Error Reproduction** Upon detection of any error in any of the Service Provider proprietary software applications, the Customer shall provide Service Provider a listing of command input, resulting output and any other data, including databases and back-up systems, that Service Provider may reasonably request in order to reproduce operating conditions similar to those present when the error occurred.

## Exclusions to Technical Support Services

The following services are outside the scope of the Technical Support Services provided by Service Provider and may result in additional charges, on a time and material basis:

- (a) Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including but not be limited to, fire, flood, water, wind, lightning, and transportation of the System from one location to another;
- (b) Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or the Customer's improper use, management or supervision of the System including, without limitation, the use of supplies and accessories. Proper use and environmental requirements are determined by the Product documentation;
- (c) Repair of problems caused by the use of the System for purposes other than for which it is designed;
- (d) Repair of problems caused by changes to the Hardware and/or the network made without obtaining Service Provider's prior approval;
- (e) Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, which material, software or equipment may be defective, of poor quality or incompatible with the System, and Service Provider shall not be obligated to repair or replace any component of the System which has not been installed by Service Provider or a Service Provider authorized technician;
- (f) Removal, relocation and/or reinstallation of the System or any component thereof;
- (g) Diagnosis time directly related to unauthorized components and/or misuse of the System, whether intentional or not;
- (h) Any design consultation such as, but not limited to, reconfiguration analysis, consultation with the Customer for modifications and upgrades which are not directly related to a problem correction;
- (i) Provision of any operational supplies, including by not limited to, printer paper, printer ribbons, toner, printer cartridges, photographic paper, magnetic tape and any supplies beyond those delivered with the System;
- (j) Repair of problems caused by computer / network security breaches and/or virus attacks;
- (k) Repair or replacement of any Hardware not purchased from Service Provider and explicitly covered by a Service Provider warranty or maintenance program.

## SOFTWARE LICENSE TERMS AND CONDITIONS

### 1. Definitions

The following definitions apply to the terms used within this License:

1.1. "Authorized Server" shall mean, with respect to any Licensed Application, the server identified in the Quote as corresponding to such Licensed Application, or if not identified, the actual server in which the Licensed Applications are initially installed on.

1.2. "Authorized Site" shall mean, with respect to any Authorized Server, the address and room number identified as corresponding in the Quote to such Authorized Server, or if not identified, the actual site in which the Authorized Server resides.

1.3. "Derivative Works" shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved for such Licensed.

1.4. "Documentation" shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the Licensee by Tiburon, Tiburon's subcontractors or the original manufacturers or developers of third party products provided to the Licensee by Tiburon, including, without limitation, all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.

1.5. "Enhancement" shall mean, with respect to any Licensed Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Application and that is integrated with such Licensed Application, or that is related to a given Licensed Application but offered separately by Tiburon.

1.6. "Error" shall mean, with respect to any Licensed Application, a defect in the Source Code for such Licensed Application that prevents such Licensed Application from functioning as designed.

1.7. "License" shall mean Licensee's rights to use the Licensed Application(s) in accordance with the terms and conditions set forth herein, which consist of Tiburon's standard licensing terms and shall supersede and apply regardless of any additional, conflicting or contradicting terms and conditions contained in Licensee's purchase order.

1.8. "Licensed Application" shall mean each of the Tiburon developed software applications set forth on the Quote and furnished to the Licensee, together with all Derivative Works, all Maintenance Modifications and all Documentation with respect thereto; provided, however, that Licensed Applications shall consist of Object Code only and shall not include any Enhancements.

1.9. "Licensee" shall mean the client identified on the Quote.

1.10. "Maintenance Modifications" shall mean, with respect to any Licensed Application, a computer software change to correct an Error in, and integrated into, such Licensed Application, but that does not alter the functionality of such Licensed Application and that is provided to the Licensee by Tiburon after acceptance of the Licensed Application.

1.11. "Object Code" shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

1.12. "Quote" shall mean the document provided to Licensee by Tiburon which details the pricing for the Licensed Applications and related services, if any, to be provided and which Licensee purchases from.

1.13. "Source Code" shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

1.14. "Sublicensed Applications" shall mean the software application specified on the Quote developed by any source external to Tiburon, such as a subcontractor, distributor, re-seller, personal computer software supplier or system software supplier, and furnished to the Licensee by Tiburon for integration into the System. In addition to the terms and conditions contained herein, Licensee's right to use the Sublicensed Applications is strictly contingent upon Licensee's compliance with the manufacturer's terms and conditions. Solely in regards to Sublicensed Applications, in the event of any conflict or discrepancy between this License and the manufacturer's terms and conditions, the manufacturer's terms and conditions shall control.

1.15. "System" shall mean the Licensee's computer automated system consisting of the Licensed Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Licensed Applications, any communications interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

## 2. Licenses and Restrictions

2.1. **Grant of Licenses.** Subject to the conditions set forth in Section 2.2 hereof and unless otherwise set forth in the Quote, Tiburon hereby grants to the Licensee, pursuant to the terms and conditions hereof, a limited, nonexclusive, nontransferable license:

- (a) to use each Licensed Application, in Object Code only, on the Authorized Server with respect thereto and at the Authorized Sites with respect thereto in the quantities licensed;
- (b) to conduct internal training and testing on each Licensed Application;
- (c) to perform disaster recovery, backup, archive and restoration testing, and implementation with respect to each Licensed Application;
- (d) to make no more than two (2) archival copies of any Licensed Application, provided that each copy of any Licensed Application shall include Tiburon's copyright and other proprietary notices;
- (e) to perform all of the above with regards to any Sublicensed Application, in accordance with and subject to the terms and conditions of the manufacturer's license agreement for such Sublicensed Application.

2.2. **Conditions to Grant of Licenses.** No grant of any license or right pursuant to Section 2.1 hereof with respect to any Licensed Application or any Sublicensed Application shall be effective, and the Licensee shall have no license or right to use such Licensed Application or such Sublicensed Application, until such Licensed Application or such Sublicensed Application has been accepted by the Licensee and all license fees, sublicense fees or royalties with respect to such Licensed Application or such Sublicensed Application have been paid in full in accordance with the payment terms set forth in the applicable implementation agreement.

### 2.3. Restrictions on Use

- (a) The Licensee agrees to use the Licensed Applications and the Sublicensed Applications only for the Licensee's own use. The Licensee shall not allow use of any Licensed

Application or any Sublicensed Application by any parent, subsidiaries, affiliated entities, or other third parties, or allow any Licensed Application or any Sublicensed Application to be used on other than on the Authorized Server at the Authorized Site with respect thereto.

(b) Except as otherwise specifically set forth in Section 2.1 hereof, the Licensee shall have no right to copy any Licensed Application or any Sublicensed Application. Any copy of any Licensed Application (whether or not such copy is permitted) shall be the exclusive property of Tiburon. Any copy of any Sublicensed Application (whether or not such copy is permitted) shall be the exclusive property of the developer of such Sublicensed Application. The Licensee shall not distribute or allow distribution of any Licensed Application or any Sublicensed Application or any Documentation or other materials relating thereto without Tiburon's prior written consent.

(c) The Licensee's license and right to use the Licensed Applications and the Sublicensed Applications is limited to a license and right to use only the Object Code relating thereto. The Licensee shall have no license or right with respect to the Source Code for any Licensed Application or any Sublicensed Application.

(d) The Licensee shall not, and shall not permit any other party to, make any alteration, modification or enhancement to any Licensed Application or any Sublicensed Application unless, and only to the extent, specifically authorized by Tiburon. The Licensee shall not, and shall not permit any other party to, disassemble, de-compile or reverse-engineer any Licensed Application or any Sublicensed Application.

(e) The Licensee shall not use any Licensed Application or any Sublicensed Application, and shall not permit any third party to use any Licensed Application or any Sublicensed Application, for processing data of any entity other than the Licensee.

**3. Ownership.** Except for the rights expressly granted therein pursuant to Section 2 hereof, Tiburon shall at all times retain all right, title and interest in and to each Licensed Application and all copies thereof (whether or not permitted), including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto (whether or not developed by Tiburon) and the respective owners of the Sublicensed Applications shall retain all right, title and interest in and to each Sublicensed Application and all Derivative Works thereof. By this License, the Licensee hereby assigns to Tiburon any and all rights it may have or later acquire to any and all Derivative Works (whether or not developed by Tiburon).

#### **4. Term and Termination**

**4.1. Effective Date.** This License shall take effect on the Effective Date after (i) it has been fully executed by duly authorized representatives of both parties, and (ii) Tiburon's receipt of written notification from the Licensee that any certification or approval of this License required by statute, ordinance, or established policy of the Licensee has been obtained.

**4.2. Term.** This License shall continue in effect until terminated as set forth under Section 4.3 hereof.

**4.3. Termination.** Tiburon may terminate this License immediately if the Licensee breaches any provision of this License, or upon conclusion of the applicable subscription period.

**4.4. Effect of Termination.** Upon termination of this License, all licenses granted to the Licensee hereunder shall be revoked. Upon termination of this License, (a) the Licensee shall return to Tiburon, within ten (10) business days of such termination, all Tiburon Confidential Information and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment other documents or property relating thereto and all copies of any of the foregoing (in whatever medium recorded); (b) the Licensee shall discontinue all use of the Licensed Applications and the Sublicensed Applications; and (c) the Licensee shall certify in a written document signed by an authorized representative that the material specified in the preceding clause (a) has been returned to Tiburon, that all copies of the Licensed Applications and the Sublicensed Applications have been permanently deleted or destroyed, and that all use of



the Licensed Applications and the Sublicensed Applications has been discontinued. The expiration or termination of this License will not relieve the Licensee of its obligations under Section 6 hereof regarding Tiburon Confidential Information.

## **5. Limited Warranties and Liability**

**5.1. Warranty.** THE LICENSED APPLICATIONS ARE LICENSED "AS IS". NO EXPRESS OR IMPLIED WARRANTIES FOR THE LICENSED APPLICATIONS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE CREATED BY THIS LICENSE.

**5.2. Limitation of Liability.** NEITHER TIBURON NOR ANY PERSON ASSOCIATED WITH TIBURON SHALL BE LIABLE TO ANY PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OR FAILURE TO PERFORM UNDER THIS LICENSE, EVEN IF TIBURON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS RESULTING FROM THE OPERATION OR FAILURE TO OPERATE OF THE LICENSED PROGRAMS. THIS CLAUSE SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR ANY OTHER PROVISION OF THIS LICENSE.

## **6. Confidential Information**

**6.1. Tiburon Confidential Information.** The Licensee agrees to maintain the confidentiality of any Tiburon Confidential Information (as defined below) and to treat such information with the same degree of care and security as it treats its own most confidential information. The Licensee shall not, without Tiburon's prior written consent, disclose such information to any person or entity other than to the Licensee's employees or consultants legally bound to abide by the terms hereof and having a need to know such information, or sell, license, publish, display, distribute or otherwise use such information except as authorized by this License. The term "Tiburon Confidential Information" shall include all Licensed Applications and any other Tiburon software applications (whether or not licensed to the Licensee), all Sublicensed Applications, and all Derivative Works, Enhancements, Maintenance Modifications and Documentation with respect thereto as well as any written information of a confidential nature clearly labeled by Tiburon as being confidential or otherwise indicated by Tiburon in writing as being confidential. The Licensee understands and agrees that Tiburon Confidential Information constitutes a valuable business asset of Tiburon, the unauthorized use or disclosure of which may irreparably damage Tiburon. In the event of the Licensee's breach or threatened breach of any of the provisions in this License, Tiburon shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Licensee from any unauthorized use or disclosure of any Tiburon Confidential Information.

**6.2. Exclusions.** Notwithstanding Section 6.1 hereof, Tiburon Confidential Information shall not include information which the Licensee can demonstrate by competent written proof (a) is now, or hereafter becomes, through no act or failure to act on the part of the Licensee, generally known or available or otherwise part of the public domain; (b) is rightfully known by the Licensee without restriction on use prior to its first receipt of such information from Tiburon as evidenced by its records; (c) is hereafter furnished to the Licensee by a third party authorized to furnish the information to the Licensee, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission by Tiburon to disclose.

**6.3. Exceptions.** Notwithstanding Section 6.1 hereof, disclosure of Tiburon Confidential Information shall not be precluded if:

(a) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the Licensee shall first have given notice to Tiburon and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued;

(b) such disclosure is necessary to establish rights or enforce obligations under this License, but only to the extent that any such disclosure is necessary for such purpose; or

(c) the Licensee received the prior written consent to such disclosure from Tiburon, but only to the extent permitted in such consent.

6.4. **Survival.** Unless mutually agreed otherwise in writing, the obligations hereunder with respect to each item of Tiburon Confidential Information shall survive the termination or expiration of this License.

## 7. Miscellaneous

7.1. **Relationship.** The relationship created hereby is that of Licensor and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into Licenses of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

7.2. **No Rights in Third Parties.** This License is entered into for the sole benefit of the Tiburon and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this License shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this License to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this License.

7.3. **Entire License.** This License sets forth the final, complete and exclusive License and understanding between Tiburon and the Licensee relating to the subject matter hereof and supersedes all quotes, proposals, understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Tiburon shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Licensee in connection with this License and any such terms and conditions shall have force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Tiburon shall bind Tiburon or be enforceable by the Licensee unless specifically set forth in this License.

7.4. **Amendments.** No amendment or other modification of this License shall be valid unless pursuant to a written instrument referencing this License signed by duly authorized representatives of each of the parties hereto.

7.5. **Assignment.** Neither party hereto may assign its rights or obligations under this License without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Tiburon may assign this License to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every covenant, term, provision and License contained in this License shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns. Any assignment attempted in contravention of this section will be void.

7.6. **Governing Law.** This License shall be governed exclusively by the internal laws of the State in which Licensee resides, without regard to its conflicts of laws rules nor giving effect to the choice of law principles thereof. Notwithstanding the above, in the event Licensee resides in a jurisdiction outside of the United States, License shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules nor giving effect to the choice of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to any transactions contemplated by this License.

7.7. **Venue.** The state and/or federal courts located in the County and State of where Licensee resides shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this License. Each party hereby consents to the exclusive jurisdiction of such courts. Notwithstanding the above, in the

event Licensee resides in a jurisdiction outside of the United States, the state and/or federal courts located in Contra Costa County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this License. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this License.

**7.8. Waiver.** In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and must be signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this License. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of this License.

**7.9. Severability.** If any provision of this License shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this License, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this License shall remain in full force and effect.

**7.10. Survival of Provisions.** All provisions of this License that by their nature would reasonably be expected to continue after the termination of this License, including but not limited to Section 6.1, will survive the termination of this License.

**7.11. Notices.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed as set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this License shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective. Notwithstanding the above, notices to Licensee shall be sent to Licensee's address as set forth in the Quote.

Tiburon, Inc.  
Attn: Contracts Manager  
3000 Executive Parkway, Suite 500  
San Ramon, CA 94583  
Phone: 925-621-2700  
Fax: 925-621-2799

**7.12. Construction.** The paragraph and section headings used in this License or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this License. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

ADDENDUM

THIS ADDENDUM, entered into on this \_\_\_ day of \_\_\_\_\_,  
between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor,  
vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as  
CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease,  
amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing  
have recommended the inclusion of the standard clauses set forth in this Addendum to be  
included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the  
following clauses which are hereby made a part of the Contract.

**1. Executor or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Contractor or to  
anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal  
Requirements.**

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the  
Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste  
Authority, all waste and recyclables generated within the Authority's service area by  
performance of this Contract by the Contractor and any subcontractors. Upon awarding of this  
Contract, and before work commences, the Contractor will be required to provide Oneida County  
with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and  
recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by  
the Contractor and any subcontractors in performance of this Contract will be delivered  
exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
    - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any

manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.



- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law. Notwithstanding the above, Contractor may assign this agreement to a successor of all or substantially all of Contractor's business upon notice to County.

**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 accordance with the period of time set forth in Sec. 17 "Audt" hereunder. 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.

## **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 2 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## **18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

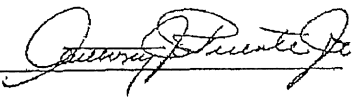
appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.


The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

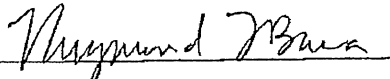
**County of Oneida**

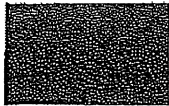
**Contractor**

By:   
Oneida County Executive

By:   
Name: Scott Carroll

Approved as to Form only

  
Oneida County Attorney



D629913



Tiburon PSaaS On Premise Subscription Service  
DN CAD, TE RMS, IQR Fire RMS

For

Onida County, NY



## SUMMARY

Tiburon Solution	Yearly Price
Tiburon DN Mobile Software	
Tiburon TE RMS Software	
Tiburon IQR FIRE RMS Software	
Tiburon Analytics Software	
Tiburon Services	
Tiburon Data Migration Services	
Software Maintenance Services	
<b>Subtotal</b>	<b>\$180,000</b>

**TOTAL PRICE FOR FIVE YEAR SUBSCRIPTION TERM**

**ONE TIME SET-UP FEES**

**GRAND TOTAL FIVE YEAR SUBSCRIPTION TERM**

\*\*\*The prices indicated above do not include installation and/or configuration of 3rd party software and/or hardware\*\*\*

\*\*\*Tiburon requires remote VPN access to the customer site (minimum 1Mbps)\*\*\*

\*\*\*The price indicated above do not include maintenance, services and hardware value for the optional items\*\*

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CONFIDENTIAL

Q130169 - Oracle - Tiburon P8aa3 On Premise Subscription Service - DN CAD, TE RMS, IQR Fire.r2.xl



Notes	Description	Qty	Total
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**TIBURON MOBILE**

Tiburon Mobile Software		Annually
	DN Mobile Server License (includes AVL)	1
	DN Mobile Client License (includes AVL), per concurrent user	110

**TIBURON TE RMS**

Tiburon TE RMS Software		Annually
	TE RMS Server License	1
	TE RMS Client License	170
	TE RMS TRACS Interface	1
	TE RMS Livscan Digital Fingerprinting Interface	1
	TE Additional NY State Forms	10

**TIBURON IQR FIRE RMS**

Tiburon IQR Fire RMS Software		Annually
	IQR Fire Server License	1
	IQR Fire Client License	30

**TIBURON ANALYTICS**

Tiburon Analytics Software		Annually
	Tiburon Analytics - Agency Edition	1 Included

**TIBURON SERVICES**

Tiburon Services		Annually
	DN Remote Project Management	Included
	TE Remote Project Management	Included
	DN Installation Services	Included
	TE Installation Services	Included
	IQR Fire RMS Services	Included
	Mobile Admin - Remote - 1 day - max of 4 students	Included
	Mobile Train The Trainer - Remote - 1 day - max of 8 students	Included
	TE RMS Remote Admin Training Services - 5 days, max of 4 students	Included
	TE RMS Onsite Train The Trainer Training Services - 4 days, max of 8 students	Included

**TIBURON DATA MIGRATION SERVICES**

Tiburon Data Migration Services		Annually
	Data Migration from Archonix XRRMS	Included
	Data Migration from Legacy Archonix	Included
	Data Migration from SIS Migration	Included

<b>Notes</b>			
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Notes	Description	Price	Total
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Tiburon Upfront Fees		Upfront
	One time Set-up fees to cover implementation services	
	<i>Subtotal</i>	\$50,000

<b>Notes</b>			
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 Copyright 2012 Tiburon  
 CALIFORNIA  
 01/20/14 - Oracle - Tiburon Project Office Subscription Service - DN GAO, TE RMS, IQR Fire RMS



# TIBURON

## Notes

**Note 1** This offer assumes that the customer will be providing all required computer hardware and Microsoft OS for servers and clients and Microsoft SQL server software.  
 The customer is responsible for pricing, ordering, staging and installing onsite all specified hardware and OS/SQL software.  
 Based on the proposed system configuration Tiburon is recommending the following:

### Tiburon Mobile:

HP ProLiant DL160 Gen8		
1	1 x - Intel® Xeon® E5-2603 (4 core, 1.80 GHz, 10MB, 80W) 4 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration	ON-MOBILE
1	HP ProLiant DL160 Gen8 1 x - Intel® Xeon® E5-2603 (4 core, 1.80 GHz, 10MB, 80W) 8 GB RAM 1 x HP 9.5mm SATA DVD RW Optical Drive 2 x HP 160GB SATA 300 Hard Drive RAID 1 configuration	RADIOIP
1	Intel Core 2 Duo Processor @ 1.6GHz 2 GB DDR2-SDRAM Serial Connection port (GPS device connection) Wireless Air Cards (HSDPA/3G/LTE cards) Note: Rugged laptop models are recommended (Panasonic Toughbook CF-S3 or equivalent) License Windows 7 Professional SP1 (or Windows XP Pro SP3) 32 bit	Mobile CAD Clients
2	License Windows 2008 R2 Standard 64 bit	ON-MOBILE, RADIOIP

# TIBURON

## Tiburon RMS:

The requirements listed below are meant to be used as a basic guide for running Tiburon RMS. If further evaluation and consulting is needed, please contact Tiburon.

TBD	<p>Windows XP Professional SP3 or higher ** Windows7 64 bit            Install highly recommended            Core 2 Duo Intel Base Processor 2.0 GH or higher            2 GB RAM (4 gig of RAM recommended)            Minimum 80 GB hard drive or higher            Minimum 19" Display Monitor            10/100/1000 NIC (Standard network connectivity)            Speakers for audio alerts</p>	RMS Clients
TBD	<p>Windows XP Professional SP3 or higher ** Windows7 64 bit            Install highly recommended            Core 2 Duo Intel Base Processor 2.0 GH or higher            2 GB RAM 4 gig preferred when using a 64 bit OS            80 GB hard drive            17" Monitor            10/100/1000 NIC (Standard network connectivity)            Must support wireless internet access card            Must support adequate number of USB ports for peripherals            Must support adequate power (voltage) for peripherals (some scanners are not properly powered by certain notebooks)            Important Note: There are known issues when using certain Panasonic notebooks so prior to making any purchases, please consult with Tiburon.</p>	Mobile RMS Clients

Intel based Server with 2 Quad Core Xeon Processors	SQL Server Database: 8 Core Application/IS Server: 4 Core
16 GB of RAM (32GB recommended)	SQL Server Database: 16 GB of RAM Application/IS Server: 8 GB of RAM
1-2 TB storage across multiple drives with RAID-5	SQL Server Database: 1-2 TB Application/IS Server: 500 GB
Note: Specific storage requirements are TBD based on an agency's current and projected needs.	Note: Specific storage requirements are TBD based on an agency's current and projected needs.
DVD/CDRW	N/A
(2) 10/100/1000 NIC	N/A
2 <sup>nd</sup> Server with Double Take Replication Software or Windows Clustering	VMware with High Availability OR Hyper-V: Microsoft Windows Server 2008 R2 Enterprise
Windows Server 2008 R2	Windows Server 2008 R2 (for VMware)
Microsoft SQL Server 2008 R2	Windows Server 2008 R2 Enterprise (for Hyper-V)
Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent	Microsoft SQL Server 2008 R2 Appropriate Virtualization Licensing Symantec Backup Exec for server Symantec Backup Exec SQL agent Symantec Backup Exec Open File agent

# TIBURON

Optional Hardware	
TBD	Printers
	HP Laserjet M601N B/W Laser printer for Head Quarters
	L-Tron/Brother Pocket Jet 622 Printer Plus for Vehicle(s)
	Car Adapter wired 14 foot length
	Dymo Labelwriter 450 turbo printer for Property Module
TBD	Scanner
	Honeywell 4810LR Compact Area-Imaging Scanner

- Tiburon requires remote VPN access to the customer site (minimum 1Mbps)
- The minimum bandwidth dedicated to the application across sites is T1 (1.544 Mbps)

For optimal CAD, Mobile & RMS applications performance, these applications should function in a controlled environment on hardware that meets or exceeds the specifications mentioned in this quotation

The customer shall inform Tiburon of any 3rd party applications not purchased from Tiburon that the customer intends to operate on the same machine as Tiburon's CAD, Mobile & RMS applications. If the product is unfamiliar to Tiburon, the customer will request of its 3rd party vendor to provide technical information on its application. If Tiburon deems that certification testing is required to guarantee co-existence of the 3rd party application with the Tiburon application(s), certification services are outside the scope of this offer and shall be quoted separately.

**Note 2** Mobile Data Terminals (MDT) and MDT mounting equipment are not included. They must be supplied and installed by the customer.

GPS equipment, antennas, adapters, etc. are not included. They must be supplied and installed by the customer.

The customer is required to purchase and install NMEA compliant GPS device with a serial or UDP interface, or a Trimble Placer450 GPS device.

**Note 3** Installation costs cover the installation of 5 Mobile/AVL clients only. Customer is responsible for installing the remaining number of MDT's according to instructions provided by Tiburon.

This quote assumes that all Mobile Data Computers will be in one central location for ease of installation.

Mobile installation charges do not cover in-car installation. Computer installation in vehicles is assumed to be performed by the customer's vehicle maintenance organization.

**Note 4** Tiburon RMS Remote Installation Services include remote installation of the RMS server license and 5 client licenses. This requires that the customer provides a high speed connectivity and that the RMS server is on an accessible network to allow Tiburon technical support personnel deployment of the RMS server software. Customer is responsible to install the remaining Tiburon RMS workstation licenses according to Tiburon's provided instructions.

**Note 5** Customer is responsible to perform configuration data entry based on training provided by Tiburon based on data entry milestone timelines specified at the project kickoff meeting.

**Note 6** The data to be converted and loaded into TE RMS will be sourced from the customer's existing RMS systems (Archievix X RMS, Legacy Archievix and SIS). Customer will provide the extracts of the data in an agreed acceptable format to acceptable format to Tiburon for conversion.

The following data will be converted and loaded from each RMS system:

1. RMS Master Name
2. RMS Master Location
3. RMS Event/Incidents
4. RMS Property
5. RMS Case
6. RMS Arrest

#### Limitations of Data Conversion

Tiburon will apply its best efforts to convert the data as identified above. In some cases conversion of all requested data to the new system may not be possible. For example, in the event the source data element does not have an equivalent field in TE RMS, that data element will not be migrated. Data will be converted as is and will not be changed/cleaned during the process

**Note 7** Purchase of the Tiburon Analytics - Agency Edition also includes the Tiburon Analytics - Public Edition.

# TIBURON

## Terms

**PRICING** All prices are in U.S. Funds.  
Taxes, if applicable, are extra.

**PAYMENT** One time payments payable upon contract signature,  
Annual payments due the sooner of system Go Live or 6 months after contract signature.

**VALIDITY** 120 days

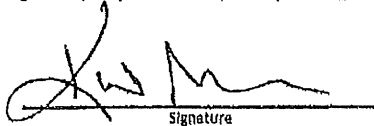
The Products and Services Quoted herein are provided on a term subscription period basis only with all Ownership remaining with Tiburon. Tiburon shall make the Service available to Customer pursuant to Tiburon's Standard Terms and Conditions.

The licenses granted to Client pursuant to the Subscription Agreement shall expire at the conclusion of the subscription period. Client's right to use the system shall terminate immediately upon completion of or termination for any reason of the Subscription Agreement, at which time Tiburon may terminate Client's access to the system without further notice.

In the event Client terminates the Subscription Agreement early, Client shall pay to Tiburon, within thirty (30) days, one-hundred percent (100%) of the remaining amount due under the Subscription Agreement. If for any reason, other than cause, Client terminates the Subscription Agreement, ceases use of the system, or delays payments, Tiburon reserves the right to suspend or terminate Client's access to the System and end Client's right to use the system further.

## Approval Signature

By signing in the space provided below, I am representing that I am authorized to sign on behalf of Customer:

  
Signature

8/14/13  
Date



### Revision History

Revision Level	Reason for Revision	Date Revised
-	Original	August 12, 2013

**Exhibit B**  
**Amendment to Original Agreement**

## Exhibit B

### AMENDMENT ONE TO MASTER SUBSCRIPTION AGREEMENT

This Amendment One (this "Amendment") to the Master Subscription Agreement (the "Agreement") dated August 16, 2013 between Tiburon, Inc. ("Tiburon"), with principal offices located at 9477 Waples Street, STE 100, San Diego, CA 92121, a TriTech Software Systems company ("TriTech"), and the County of Oneida through its Department of Emergency Services, , which is located at 800 Park Ave., Utica, NY 13501 ("Customer") (referred to herein individually as a "Party," or collectively as the "Parties") is entered into effective as of the last date of signature below.

WHEREAS, the Agreement, attached as Exhibit E, includes clause 12.6 on page 6 relating to assignment of rights and obligations, which states: "Service Provider [Tiburon] may assign these Terms and Conditions in its entirety, without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms and Conditions shall bind and inure to the benefit of the parties, their respective successors and permitted assigns;" and

WHEREAS, TriTech is now the parent company of Tiburon, Inc., having acquired Tiburon, Inc. effective February 6, 2015; and

WHEREAS, TriTech and Tiburon work collectively to provide the full range of services listed in the Amendment and the Agreement; and

WHEREAS, the Agreement included the following Data Migration services (the "Original Data Migration Services"):

Data Migration from Archonix XRMS Data  
Migration from Legacy Archonix Data  
Migration from SJS Migration; and

WHEREAS, the Parties desire to modify completion and/or testing for E-Ticket, RICI submission, and the Intake Detention Module as further defined in Exhibit A attached hereto and incorporated into this Amendment by this reference; and

WHEREAS, Customer desires to delete the Original Data Migration Services from the project, and modify this purchase by entering into the IQ Subscription Service Use and License Agreement with TriTech, incorporated into this Amendment by this reference as Exhibit B.

NOW, THEREFORE, the Parties agree as follows:

1. Customer and Tiburon agree that the Original Data Migration Services will be deleted from the services to be provided under the original Agreement, and that the One Time Set-Up fee, as per the Agreement, will be reduced by \$45,502. The payment of this amount previously received for the One Time Set Up fee will be transferred by Tiburon to its parent company TriTech to be applied to the IQ Subscription Service Use and License

Agreement. Customer will see no change in price.

2. E-Ticket certification and testing, RICI submission testing, and the Intake Detention Module at Utica Police Department will be completed in accordance with Exhibit A attached hereto. Completion of the items identified in Exhibit A constitutes completion and acceptance of all contracted deliverables to be provided under the Agreement.
3. Exhibit C, incorporated into this Amendment by reference, details the new data migration services, as well as the project summary and cost allocation.
4. Data conversion will be completed in accordance with the template provided in Exhibit D, incorporated into this Amendment by reference.
5. Section 12.2 of the Agreement is amended to provide an updated notice address for Tiburon. The revised notice provision should contain the address:

Tiburon, Inc.  
9477 Waples Street, STE 100  
San Diego, CA 92121

6. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall control.


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SIGNATURE PAGE TO FOLLOW.

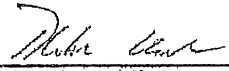


EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AMENDMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

COUNTY OF ONEIDA

TIBURON, INC.

  
Accepted By (Signature)

  
Accepted By (Signature)

Anthony J. Picente, Jr.  
Printed Name

Blake Clark  
Printed Name

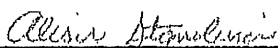
Oneida County Executive  
Title

Chief Financial Officer  
Title

11-30-17  
Date

24 October 2017  
Date

Approved:

  
Alison Stanulevich, Assistant County Attorney

## EXHIBIT A

1. E-ticket certification and testing:

**Deliverable:** Rome PD gains approval of e-ticket submission XML from DMV, State Police and OCA

**Due Date:** October 20, 2017

**Timeline.**

- a. Tiburon provides updated software containing bar code fix by August 10, 2017.
- b. Rome PD works with DMV to approve submission with no critical errors by September 1, 2017.
- c. Rome PD works with State Police to approve submission with no critical errors by September 20, 2017.
- d. Rome PD works with OCA to approve submission with no critical errors by October 10, 2017.
- e. Rome PD signs Task Completion Report for this deliverable by October 20, 2017.

2. Completion of RICI submission testing:

**Deliverable:** Rome PD exports one (1) arrest record to RICI and receives mugshot in TE arrest record

**Due Date:** October 6, 2017

**Timeline**

- a. Tiburon provides updated software with fix for event number formatting by August 10, 2017.
- b. Rome PD will provide all feedback related to RICI testing by August 21, 2017.
- c. Tiburon will complete critical kickbacks and provide updated software by September 15, 2017.
- d. Rome PD exports one (1) arrest record to RICI and receives mugshot in TE arrest record by September 29, 2017.
- e. Rome PD signs Task Completion Report for this deliverable by October 6, 2017.

3. Completion of Intake Detention Module at Utica PD:

**Deliverable:** Tiburon completes intake detention module and Utica finds no critical errors

**Due Date:** September 5, 2017

**Timeline**

- a. Tiburon completes work based on Utica feedback and provides updated software by August 10, 2017.
- b. Utica PD will complete final testing of intake detention module by August 21, 2017.
- c. Utica PD finds no critical errors in the intake detention module by September 1, 2017.
- d. Utica PD signs Task Completion Report for this deliverable by September 5, 2017.



TriTech Software Systems  
9477 Waples Street, Ste. 100  
San Diego, CA 92121  
Phone: 858.799.7000  
Fax: 858.799.7011  
www.tritech.com

## IQ Subscription Service License & Use Agreement

### I. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, TriTech Software Systems (hereinafter referred to as "TriTech") and the client named on the signature page attached hereto ("Client") as of the date that the quote accompanying this Agreement is executed by an authorized representative of both TriTech and the Client. TriTech and Client may also be referred to herein individually as "Party", or collectively as the "Parties".

### II. Services; Software.

A. Under the terms of this Agreement, TriTech will be responsible for providing the following services ("Services"):

- (i) Hosting TriTech's software ("Software") for its IQ online programs and corresponding module(s) as indicated on in Addendum 2;
- (ii) Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Addendum 2;
- (iii) Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that TriTech shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;
- (iv) Providing the Client with certain user manuals and/or on-line Software education or other information on the TriTech website to assist Client with its use of the Software ("Documentation");
- (v) Enabling Client to update the applicable databases and obtain the agreed upon data processing output;
- (vi) Providing any other Software related services stated in Addendum 2 (together, the "Subscription Services"); Schedule A and any Documentation may be updated by TriTech from time to time in its sole discretion upon written notice to Client;
- (vii) Providing the Client with initial training as stated in Addendum 2; and
- (viii) Populating the Software and the associated database(s) with Client information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").
- (ix) If applicable, TriTech and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable IQ application.

- B. Force Majeure. TriTech shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond TriTech's reasonable control.
- C. This Agreement allows Client to use the Software located on TriTech's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on TriTech's servers, and to access the Software remotely as directed by TriTech.

### III. License; Access.

- A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), TriTech grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on TriTech's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by TriTech in writing, and TriTech shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.
- B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.
- C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by TriTech.
- D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.
- E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified in Addendum 2.

#### IV. Fees; Payment; Taxes.

- A. Implementation fees, and subscription fees for the Initial Term of this Agreement as set forth in Addendum 2 (\$45,501.84) have already been paid in full (see Amendment One dated [REDACTED] to the Master Subscription Agreement between Tiburon, Inc., a TriTech Software Systems company, and Client).
- B. Thereafter, annual subscription fees will be invoiced in accordance with the terms of this Agreement. Client shall pay the applicable subscription fees and charges set forth in the Renewal Notice (together, "Fees") to be provided prior to the end of each annual subscription term as further defined below.
- C. TriTech shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.
- D. All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

#### **Remittance Address for Payments Only:**

TriTech Software Systems  
P.O. Box 203223  
Dallas, TX 75320-3223

- E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.
- F. Any amounts payable pursuant to this Agreement are to be net to TriTech and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due TriTech under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on TriTech's income.

#### V. Term and Termination; Suspension of Services.

- A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year ("Initial Term") from the date of activation unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users.
- B. At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").

- C. Either Party may terminate this Agreement (i) Immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) Immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.
- D. Client may terminate this Agreement if TriTech breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.
- E. In addition to the circumstances as described in Subsection V(F) below, TriTech may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by TriTech pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.
- F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to TriTech is delinquent, TriTech may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.
- G. Upon the effective date of expiration or termination of this Agreement: (i) TriTech will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to TriTech any and all monies that are owed by the Client to TriTech under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.
- H. Upon TriTech's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, TriTech may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.
- I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, TriTech has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon TriTech's receipt of all Fees due and owing hereunder.
- J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, TriTech shall remove and destroy Client's data. TriTech will not return the data to the Client as the Client still retains the source data.
- K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

## VI. Client Responsibilities.

- A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after Implementation shall be assigned to a Client Administrator who has attended training offered by TriTech to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to TriTech so long as the newly appointed Client Administrator has attended TriTech's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.
- B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one-time importing of the Client Information into Client's database by TriTech has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by TriTech and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in TriTech's policy for inputting Client Information in any Documentation TriTech provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not TriTech assisted Client with the development or construction of such reports and displays and other uses of the Client Information.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- F. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NOIC and/or other local state, federal and/or applicable systems.
- G. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

## VII. Confidentiality, Privacy and Business Associate Provisions.

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred

to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or confidential information without TriTech's prior written consent for any such disclosure.

- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software, TriTech has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. TriTech shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to TriTech for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) TriTech hosts on services for access by and transmission to the Authorized Users via the Internet. TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. In addition to TriTech's obligations regarding nondisclosure of Client Information set forth above, in the event that TriTech is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, TriTech shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.
- D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that TriTech has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.
- E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.
- H. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services;



provided that TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

#### VIII. Ownership.

- A. TriTech owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.

Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or C/IS data.

As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Subscription Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.

- B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

#### IX. Disclaimer; Limitation of Liability.

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.
- E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY TRITECH'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

**X. Indemnification.**

Client shall indemnify and hold harmless TriTech from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys' fees, arising from, in connection with, or incident to the Client's use or misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except as to any material breach of this Agreement by TriTech.

**XI. Assignment.**

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

## **XII. Written Notices.**

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

### **A. Written Notices to Client:**

**Oneida County**  
Department of Emergency Services  
120 Base Rd.  
Oriskany, NY 13424

### **B. Written Notices to TriTech:**

**TriTech Software Systems**  
9477 Waples Street, Ste. 100  
San Diego, CA 92121  
Attention: Contracts

## **XIII. Governing Law.**

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California, without regard to its conflict of law provisions.

## **XIV. Integration.**

This Agreement contains the entire understanding between the parties and supersedes any proposal or prior agreement regarding the subject matter herein.

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

ONEIDA COUNTY

TRITECH SOFTWARE SYSTEMS

*Anthony J. Picone Jr.*  
Accepted By (Signature)  
Anthony J. Picone Jr.  
Printed Name  
Oneida County Executive  
Title  
11/30/17  
Date

*Blake Clark*  
Accepted By (Signature)  
Blake Clark  
Printed Name  
Chief Financial Officer  
Title  
24 October 2017  
Date

## Schedule A

### TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

#### Product Updates:

From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from TriTech on the general release date for an Update, TriTech will provide the Client with the Update and related Documentation.

#### Technical Support Services:

**Telephone Assistance.** Client will be given the telephone number for TriTech's support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

**Critical Priority Telephone Assistance after Normal Customer Service Hours.** After Normal TriTech Customer Service Hours, emergency support for IQ applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

**Website Support.** Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to TriTech's most current information. Client will need to enter its designated user name and password to gain access to the technical support areas on TriTech's website. TriTech's technical support areas allow Client to: (I) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (II) access answers to frequently asked questions (FAQ).

**Software Problem Reporting.** Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail, FAX, or through TriTech's Support website. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

**Scheduled Maintenance.** IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third party applications as needed. Clients are notified of maintenance periods via an email message.

### **TriTech Service Commitment**

Provided that Client remains current on payment of its Subscription fees and provides equipment and remote connectivity that meet TriTech's recommended specifications, TriTech shall:

- Maintain the Subscription Services hosting infrastructure which includes OS updates, third party software updates, and hardware upgrades.
- Provide product version updates within thirty (30) days of general availability for Cloud operations.
- Perform daily backups of application files.
- Perform multiple daily database backups.

### **Exclusions from Technical Support Services:**

TriTech shall have no support obligations with respect to any third party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

### **Client Responsibilities:**

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;
- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in Section VII of this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

#### Security

- 1) TriTech maintains a Security program for security managing access to Client data -- particularly HIPAA and CJIS Information. This includes: 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum-Certification form and VPN documents).
- 2) If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

#### Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A.



This matrix defines the support issues, response times and resolutions for the Client's licensed IQ software application.

**Note: Normal Customer Service Hours are 7:30am to 7:30pm (Central Time) on weekdays excluding holidays. Support after Normal Customer Service Hours is offered weekends, nights and holidays for Critical Priority issues only. Critical Priority (Priority 1) issues should always be reported via telephone at 800-987-0911.**

Software Errors for other than Critical Priority may be reported via the web portal: [TriTech.com](http://TriTech.com); or email: [CH\\_ClientServicesTriage@tritech.com](mailto:CH_ClientServicesTriage@tritech.com). For IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com; IQ NEARme: [omega-support@tritech.com](mailto:omega-support@tritech.com).

Priority	Priority Definition	Response Times
<b>Priority 1 – Critical Priority</b>	<p>IQ Search and IQ Analytics, 24X7 Support for live operations on the production system. This is defined as the following:</p> <ul style="list-style-type: none"> <li>The applicable IQ server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries.</li> <li>The applicable IQ system is inoperable due to data loss or corruption caused by TriTech Software</li> </ul> <p>This means that one or more TriTech server components are down or inaccessible, disabling all usability of Client's IQ workstations</p> <p>These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911.</p> <p>Priority 1 issues must be called in via 800.987.0911 to receive this level of response.</p> <p>There are no Priority 1 issues for:            IQ CrimeView Dashboard            IQ FireView Dashboard            IQ CrimeMapping.com            IQ NEARme</p>
<b>Priority 2 – Urgent Priority</b>	<p>Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible.</p> <p>Generally, this means that a significant number of the system IQ workstations are negatively impacted by this error (e.g. does not apply to a minimal set of IQ workstations). These Software Errors are defined in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>Priority 2 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours,</p> <p>Customer Service Number 800.228.1059 for:            IQ CrimeView Dashboard            IQ FireView Dashboard            IQ CrimeMapping.com            IQ NEARme</p>

Priority	Priority Definition	Response Times
<b>Priority 3 - High Priority</b>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, which has a workaround available, but which does negatively impact the User from performing common IQ system functions. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• The IQ system is unable to transfer data from external system to IQ</li> <li>• The IQ system update causing system functions to be inoperative with no workaround</li> </ul> <p>A significant number of IQ workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 3 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for:  IQ CrimeView Dashboard  IQ FireView Dashboard  IQ CrimeMapping.com  IQ NEARme</p>
<b>Priority 4 – Medium Priority</b>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 4 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for:  IQ CrimeView Dashboard  IQ FireView Dashboard  IQ CrimeMapping.com  IQ NEARme</p>
<b>Priority 5 – Low Priority</b>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 5 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for:  IQ CrimeView Dashboard  IQ FireView Dashboard  IQ CrimeMapping.com  IQ NEARme</p>

Priority	Resolution Process	Resolution Time
<b>Priority 1 – Critical Priority</b>	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.  TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
<b>Priority 2 – Urgent Priority</b>	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the production system.  TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
<b>Priority 3 – High Priority</b>	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration impact of the issue on the Client, TriTech's User base, and the date of submission. Priority 3 issues have priority scheduling in a subsequent release.
<b>Priority 4 – Medium Priority</b>	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
<b>Priority 5 – Low Priority</b>	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

*Special Note #1:* Priority 1 – IQ and Analytics Critical Priority issues meeting the previously noted criteria are defined as follows:

- a. The IQ server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries.
- b. The IQ system is inoperable due to data loss or corruption caused by TriTech Software

There are no Priority 1 issues for IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, or IQ NEARme.

*Special Note #2:* Priority 2 Urgent Priority issues meeting the previously noted criteria are defined as follows:

- a. The IQ System has a serious Software Error that severely impacts the ability of Users to perform critical work functions. Such errors will be consistent and reproducible.
- b. The IQ system is unable to generate and render reports

## ADDENDUM 1

### BUSINESS ASSOCIATE ASSURANCE

In the event that TriTech Software Systems (referred to herein as "TriTech") is deemed to be a "Business Associate" of Customer, and Customer is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, TriTech, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with TriTech supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate TriTech Support Agreement; (ii) as required for the proper management and administration of TriTech in its capacity as a HIPAA Business Associate of Customer, in the event TriTech is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the TriTech Service Agreement;
- Report to Customer any use or disclosure of PHI not provided for by the TriTech Service Agreement of which TriTech becomes aware;
- Ensure that any agents or subcontractors to whom TriTech provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to TriTech with respect to such PHI;
- Make PHI available to the Individual who has a right of access as required under HIPAA in the event TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an accounting of the disclosures of PHI, if any, made by TriTech on Customer's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Customer's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA and the Privacy Regulations;
- At the termination of the TriTech Service Agreement, return or destroy all PHI received from, or created or received by TriTech on behalf of Customer. In the event the return or destruction of such PHI is infeasible, TriTech' obligations as defined in this Business Associate Assurance shall continue in force and effect so long as TriTech possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the TriTech Service Agreement to the contrary, Customer may terminate the Agreement if Customer determines that TriTech has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

**Permitted and Required Uses and Disclosures by TriTech**

Except as otherwise limited by the Agreement, TriTech may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Customer if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, TriTech may use PHI for the proper management and administration of TriTech or to carry out the legal responsibilities of TriTech. TriTech may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(I)(B) if TriTech has been otherwise engaged by Customer to perform these services.

ADDENDUM 2

IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
IQ Search 1/2 Day Admin Training (Remote)	\$700.00	1	\$700.00
IQ Search 1/2 Day End User Training (Remote)	\$700.00	1	\$700.00
<i>IQ Implementation Service Fee(s) Subtotal:</i>			<i>\$1,400.00</i>

Project Related Fees	Unit Price	Qty	Total Price
Project Management	\$5,485.84	1	\$5,485.84
Data Migration from Archonix Legacy to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Archonix X RMS to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Ulco PD Panel to IQ	\$12,252.00	1	\$12,252.00

Product Name	Unit Price	Qty	Total Price
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$2,200.00	1	\$2,200.00

**Project Total: \$45,501.84**

**Proposal/Sales Quotation**

Quotation QUO-98167-8ZTHA8 Quotation Date: 8/03/2017 REV.

<b>General &amp; Client Information</b>	
Agency Name: Oneida Department of Emergency Services	<b>Bill To:</b> 120 Base Rd. Oriskany NY, USA 13424
System Description: Oneida County - Data Conversion Into IQ	
Client Contact: Kevin Revere	<b>Ship To:</b> 120 Base Rd. Oriskany NY, USA 13424
Contact Phone: (315) 765-2526	
Contact Email: krevere@ocgov.net	
Expiration Date: 9/30/2017	
Presented By: Rob Lowers	

**Project Products & Services**

*Tritech Implementation Service Fee(s)*

IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
IQ Search 1/2 Day Admin Training (Remote)	\$700.00	1	\$700.00
IQ Search 1/2 Day End User Training (Remote)	\$700.00	1	\$700.00

*IQ Implementation Service Fee(s) Subtotal: \$1,400.00*

**Tritech Implementation Service Fee(s) Total: \$1,400.00**

*Project Related Fee(s)*

Product Name	Unit Price	Qty	Total Price
Project Management	\$5,145.84	1	\$5,145.84
Data Migration from Archonix Legacy to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Archonix X RMS to IQ	\$12,252.00	1	\$12,252.00
Data Migration from Utica PD Pamet to IQ	\$12,252.00	1	\$12,252.00

**Project Related Fee(s) Total: \$41,901.84**

**Recurring Fee(s) (Year 1)**

Product Name	Unit Price	Qty	Total Price
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$2,200.00	1	\$2,200.00

**Recurring Fee(s) (Year 1):** \$2,200.00

**Project Total: \$45,501.84**

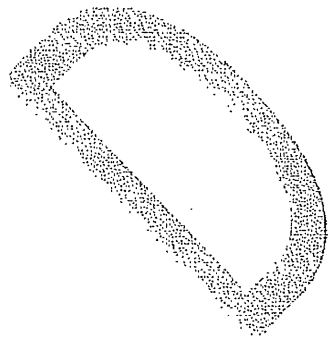
Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$45,501.84
		Sales Tax Amount: \$0.00

**Quote Total: \$45,501.84**

**Recurring Fee(s) (Year 2)**

Product Name	Unit Price	Qty	Total Price
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$2,200.00	1	\$2,200.00

**Recurring Fee(s) (Year 2):** \$2,200.00





**Summary Information & Project Notes**

TriTech proposes a legacy RMS data conversion to Inform IQ from 3 data sources Archonix (2 databases) and Pamet RMS into Inform IQ.

There may be situations where there are differences in the data used in the current system and the proposed TriTech system. Key issues to consider are the standardized data elements that are used by the respective systems and the data integrity rules used by the respective systems for minimum required data. These factors can impact a variety of data types:

TriTech understands the critical nature of the Client's legacy RMS data and will work closely with subject matter experts at your agency. TriTech proposes a legacy RMS data conversion to Inform IQ from 3 data source.

TriTech will provide a SQL database template that includes all data elements available in the Inform IQ data conversion. The template includes the most widely used fields and provides the greatest value for Inform IQ users.

Entity	Source	IQ Conversion
Master Person Indices (MPI)	Archonix Database	Master Persons only
	Pamet Database	associated to imported entities listed below
Arrest	Pamet Database	Arrest
Incidents	Pamet Database	Incidents
Warrant	Pamet Database	Warrants

**Assumptions:**

- » The Client is responsible for extracting the legacy data into the TriTech template. The Client will provide at least one initial extract of data for TriTech testing purposes, plus one final extract.
- » TriTech's Cost Proposal assumes the Client will complete the mapping of data between the legacy system and the proposed Inform system
- » During the data conversion process, TriTech will convert legacy data into the Inform IQ.
- » No Master Name resolution will occur as part of the data conversion. It is the client's responsibility to perform any necessary MasterName resolutions prior to submitting the data to TriTech
- » Prior to go-live, the client will provide TriTech a final SQL Server backup of the populated template tables. Any data entered or modified in the legacy system after this point will require manual data entry and modification in the Inform IQ system post data conversion.
- » Multiple go-live dates will not be supported.
- » The client must populate all TriTech Application code tables prior to the final data conversion.

- » The Client must perform any necessary "data scrubbing" of their source data and code tables prior to delivery to TriTech. TriTech will assume that all data delivered is legitimate to use in the Data Conversion.
- » Only the fields identified in the Appendix are included as part of the data conversion.
- » The Client must provide a Subject Matter Expert (SME) and make them available for consulting throughout the project. Adequate client response and data sample feedback are critical to the success of the data conversion. Client failure to satisfy this requirement could result in project delays and/or unsatisfactory results.
- » Once TriTech has installed the initial TriTech IQ database and data entry software at the Agency, the Client will take appropriate steps to acquaint themselves with the modules included in the Data Conversion.
- » TriTech will provide an Operational Scenario Document (OSD) prior to executing the data conversion.
- » Existing TriTech projects or database fields will not be modified as part of the data conversion.
- » TriTech will provide the client with a detailed data conversion schedule that contains critical milestones that must be met by both the client and TriTech.

TriTech's Cost Proposal assumes the client will support any component and/or integration testing required to facilitate the timely delivery of the conversion.

Timely approval of documentation, support of remote deployment tasks (to include providing secure and reliable remote network access for installation, training and support) and execution of any acceptance testing will be incorporated as part of any resulting contract with TriTech.

TriTech's Cost Proposal does not include any products, services or other fees that might be assessed by the legacy system or any other third-party for enabling the integration as described.

#### *Terms and Conditions*

Payment terms are as follows

N/A – payment of \$45,502 previously received from Client for Data Migration Services under the Tiburon Master Subscription Agreement will be transferred to TriTech and applied to this Sales Order/Quotation.

Subscription License Terms:

The software included in this Proposal/Sales Quotation is provided on a subscription basis. All software and services quoted herein are governed by the terms of TriTech's Subscription Services License & Use Agreement, a copy of which is attached to this quote, unless a fully executed version of this agreement is already in place between your agency and TriTech.

Training Terms:

In the event Client cancels a training course scheduled to be conducted on-site at Client's premises, TriTech shall be entitled to reimbursement of any fees TriTech may incur associated with cancellation of travel and lodging for such training course.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

**Sales Tax:**

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

**General Terms:**

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.



Quotation Issued by: Ann Conway Email: <a href="mailto:anni.conway@tritech.com">anni.conway@tritech.com</a> Phone: (858) 799-7929	<u>Send Purchase Orders To:</u>  TriTech Software Systems 9477 Waples Street, Suite 100 San Diego, CA 92121  Or Email: <a href="mailto:salesadmin@tritech.com">salesadmin@tritech.com</a> Or Fax: (858) 799-7015
	<u>Remit Payments To:</u>  TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223

*Accepted for Client*

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to [salesadmin@tritech.com](mailto:salesadmin@tritech.com) to indicate your acceptance.

- Purchase Order required and attached, reference PO# \_\_\_\_\_ on invoice.
- No Purchase Order required to invoice.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.



<hr/>	
Client Agency/Entlty Name	
<hr/>	<hr/>
Client Authorized Representative	Title
<hr/>	<hr/>
Signature Client Authorized Representative	Date

**EXHIBIT D**

<b>Interface Name:</b>	Inform IQ Data Conversion		
<b>Create Date:</b>	2/23/17	<b>Version:</b>	1.0
<b>Interface Description:</b>	TriTech proposes a legacy RMS data conversion to Inform IQ from 3 data sources Archonix (2 databases) and Pamet RMS into Inform IQ.		
<b>Application:</b>	Inform IQ	<b>Language or Tool Used</b>	Microsoft SQL

**Incident**

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

**Note:** Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

**Incident Mapping**

Conv. Int?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Incident</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[RMS_Case] Case Number
	Case Description	[OPTIONAL] Stores a brief description of the case in the current record.		[RMS_Case] Case Description
<b>Notes:</b>	Investigate	May be defined in System Code Table Category {CASEDESC}, [OPTIONAL] Stores a code describing if a case should be investigated or not.		[RMS_Case] Case Mgmt Status.
	Mgmt. Status Date	[OPTIONAL] The date the case was last updated		[Case Management] Mgmt Status Date
	Submission Date	[OPTIONAL] Stores the date the report was submitted to the state.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		CA:CT:MI:NI:TX, Incident Street Address IL, Location Of Incident W/ Address
<b>Notes:</b>	Apartment	Intersections can be represented using a "/" designator. Example: MAIN ST // SPRING ST [OPTIONAL] Stores the apartment number for the address associated with the current record.		[Incident] Apartment
	Case Status	[OPTIONAL] Stores the user-defined code that best describes the current status of the incident in the current record.		[Incident] Case Status

Conv. Int?	DB Module and Fields	RIMS Field Description	Source Data Mapping	Target Data Mapping
	City	[OPTIONAL] City field for address associated with the current record.		[Incident] City
	Date_Incident	[OPTIONAL] Stores the date on which the incident was perceived to be started.		[Incident] CA.Date/Time Started IL.Date/Time Occur From CT:MI:NI:TX:WI.Date Incident
	Date_Incident_End	[OPTIONAL] Records the date the incident was perceived to be finished.		[Incident] CA.Date/Time & Ended IL.Date/Time Occur To CT:MI:NI:TX:WI.Date Incident End
	Date_Report	[OPTIONAL] Stores the date the incident was reported to the agency.		[Incident] CA.Date/Time Reported IL.Date/Time On Scene CT:NI:TX:WI.Date Reported
	Description	[OPTIONAL] Stores a brief description of the incident in the current record.		[Incident] CA:CT:NI:TX:WI.Brief Description of Incident IL:Description of Incident MI:Incident Description Database Only
	Jurisdiction	[REQUIRED] Agency-specific identifier used to segregate data in multi-agency installations.		
	Narrative	[OPTIONAL] Used to create a narrative record of the incident		[Narrative]
	NarrativeImage	[OPTIONAL] Formatted text for the Narrative		[Narrative]
	NarrativeOfficeDate	[OPTIONAL] The date the officer wrote the Narrative.		[Narrative] Date/Time
	Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Incident] Officer_Id
	Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record.		[Incident] Officer Name
	PO_Box	This field description should match the Officer_ID [OPTIONAL] Stores the Post Office Box Number for the address associated with the current record.		[Incident] PO Box
	State	[OPTIONAL] The state/province portion of the address associated with the current record.		[Incident] State
Notes:		Must be defined in System Code Table Category (STT).		
	Zip	[OPTIONAL] Stores the zip code for the address associated with the current record.		[Incident] Zip

### Incident Offense Mapping

Conv. Int?	DB Module and Fields	RIMS Field Description	Source Data Mapping	Target Data Mapping
<b>Incident Offense</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only

Conv. ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	SourceID	(OPTIONAL) The ID related to the SourceName.		Database Only
	Bias_Motivation	(OPTIONAL) Stores the user-defined code that best represent any Bias contributing to the commission of the current offense.  May be defined in System Code Table Category (BMC) or (BIA).		[Incident Offense] CA, CT, MI, NJ, TX, WI, Bias Motivated Crime. IL, Bias Motivation Bias Motivations
Notes:	Case_Number	(REQUIRED) Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Counts	(OPTIONAL) Stores the number of times the current offense was said to have been committed.		[Incident Offense] Counts
	Felony_Misdemeanor	(OPTIONAL) Stores the user-defined code that best represents the general severity level of the current offense.  May be defined in System Code Table Category (LEV).		[Incident Offense] CA, Felony Misdemeanor IL, Fel/MI
Notes:	Jurisdiction	(REQUIRED) Agency-specific Identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Method_Of_Entry	(OPTIONAL) Stores the user-defined code that best represents means by which the suspect entered the structure where the current offense occurred.		[Incident Offense] Method Of Entry
	Offense_Location	(OPTIONAL) Stores the location where the current offense was committed.		[Incident Offense] Offense Location
Notes:	Penal_Code	For some states may be defined in System Code Table Category (LHC). (OPTIONAL) State law (aka Penal Code, aka Statute) associated with the offense identified in current record.		[Incident Offense] CA, Penal Code TX, Statute CT, NJ, WI, Statute IL, LCS
	Penal_Code_Description	(OPTIONAL) Stores the description for the state law stored in the penal_code field.		[Incident Offense] Penal Code Description Statute Description IL, CS Description NJ, Statute Description
	UCR_Code	(OPTIONAL) Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record. If applicable the associated UCR_Class and SubClass will be derived from this value.		[Incident Offense] UCR Code
	UCR_Code_Description	(OPTIONAL) Stores the description based upon the code stored in the UCR_Code field.		[Incident Offense] UCR Description
	Weapon_Code	(OPTIONAL) Stores the user-defined code that represents a type of weapon used during the committing of the current offense.  May be defined in System Code Table Category (WPN) or (WEAP).		[Incident Offense] Weapon Used
Notes:				

## Incident Drug Mapping



Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Incident Drug</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Drug_Name	[OPTIONAL] Stores the name of the drug identified in Drug_Type		[Incident Drug] Drug Description
	Drug_Type	[OPTIONAL] Identifier used to denote the type of drugs identified in current record.		[Incident Drug] Drug Code
Notes:	Jurisdiction	Must be defined in System Code Table Category (DRT); [REQUIRED] Agency specific identifier used to segregate data in multi-agency installations.		Database Only
	Measure	[OPTIONAL] Stores the user-defined code that best represents the unit of measurement used for the drug described in the current record		[Incident Drug] Measure
Notes:	Quantity	Must be defined in System Code Table Category (DRM); [OPTIONAL] Stores the amount of the drug described in the current record		[Incident Drug] Quantity
	Status	[OPTIONAL] Stores the user-defined code that best represents the current status of the drug described by the current record		[Incident Drug] Status
Notes:	Value	May be defined in System Code Table Category (TOL); [OPTIONAL] Stores estimated street value of drug in current record.		[Incident Drug] Value Est Street Value

### Incident Name Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Incident Name</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Incident Name] Address
	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Incident Name] Age
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Incident Name] Apartment
	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Incident Name] Business Name
	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only

Conv-ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		{Incident Name} CA:MI;Cell Number IL:NI;TX;Cell Phone
	City	[OPTIONAL] City field for address associated with the current record.		{Incident Name} City
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		{Incident Name}. Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		{Incident Name} CA:CT;NI;Person/Business IL:MI;TX,WI;Entry Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		{Incident Name} Ethnicity
Notes:		Must be defined in System Code Table Category (ETH).		
	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		{Incident Name}. Eye Color
Notes:		Must be defined in System Code Table Category (EYC).		
	FBI_Number	[OPTIONAL] Federal Bureau of Investigation Identification number assigned to person identified in current record.		{Incident Name}. FBI Number
	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		{Incident Name}. Hair Color
Notes:		Must be defined in System Code Table Category (HAC).		
	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		{Incident Name}. Height
	Involvement_Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.		{Incident Name}. Involvement Type
Notes:		Must be defined in System Code Table Category (INA).		
	Jurisdiction	[REQUIRED] Agency-specific Identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		{Incident Name}. License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		{Incident Name}. State
Notes:		Must be defined in System Code Table Category (STT).		
	Master_Name_Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		{Incident Name} Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		{Incident Name} Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		{Incident Name} First Name

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Incident Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Incident Name] Suffix
	Phone1	[OPTIONAL] Primary phone number for the person/business		[Incident Name] CA:CT:IL:MI:NI:TX:WI:Busness, Phone 1 CA:CT:IL:MI:NI:TX:WI:Perso n, Home Phone
	Phone2	[OPTIONAL] Additional phone number for the person/business		[Incident Name] CA:CT:IL:MI:NI:TX:WI:Busn ess, Phone 2 CA:CT:IL:MI:NI:TX:WI:Perso n, Work Phone
	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Incident Name] Place of Birth
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Incident Name] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Incident Name] Race
Notes:	SBI_Number	Must be defined in System Code Table Category (RAC). [OPTIONAL] State Bureau of Investigation Identification number assigned to person identified in current record.		[Incident Name] CA:State ID Number IL:MI:NI:SBI Number TX:WI:SID
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Incident Name] Sex
Notes:	Skin	Must be defined in System Code Table Category (SEX). [OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Incident Name] CA:Complexion CT:IL:MI:NI:TX:WI:Skin Type
Notes:	SSN	Must be defined in System Code Table Category (SKN). [OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Incident Name] SSN
	State	[OPTIONAL] The state/province portion of the address		[Incident Name] State
Notes:	Victim_Offend er_Relation	Must be defined in System Code Table Category (STF). [OPTIONAL] Stores the user-defined code that best represents relationship of the person described in the current record if they are designated a victim and the Offender(s) of the current incident		[Incident Name] Victim Offender Relation
Notes:	Victim_Type	Must be defined in System Code Table Category (REL). [OPTIONAL] Stores the user-defined code that best represents the type of victim described in the current record.		[Incident Name] Victim Type
	Weight	Must be defined in System Code Table Category (VTY). [OPTIONAL] Stores the weight as observed for the person contained in current record.		[Incident Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address.		[Incident Name] Zip

## Incident Name Bodymarks Mapping

Conv. ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Incident Name Bodymarks</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Incident_Name_ID	[REQUIRED] Stores the ID of the Incident_Name (person) whose bodymark this belongs to.		Database Only
	SMT	[OPTIONAL] Stores the scar, mark or tattoo code		[Scars Marks and Tattoos] SMT
	Type_SMT	[OPTIONAL] A sub-type used to further describe the SMT		[Scars Marks and Tattoos] Identification Sub Type
	SMT_Description	[OPTIONAL] Stores a brief description of scar, mark or tattoos on subject.		[Scars Marks and Tattoos] SMT Description
	Description	[OPTIONAL] Text that describes the SMT		[Scars Marks and Tattoos] Description
	Location	[OPTIONAL] The location of the SMT on the body		[Scars Marks and Tattoos] Body Location

## Incident Property Mapping

Conv. ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Incident Property</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Color	[OPTIONAL] Stores the observed color of the current piece of property.		[Incident Property] CA:IL:MI:WI:Color MI_Property Color
	Class	[OPTIONAL] Stores the user-defined code that best represents the general category of the current piece of property.		[Incident Property] Class
Notes:		Must be defined in System Code Table Category (PRO).		

Conv. Unit?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Date Recovered	[OPTIONAL] Stores the date on which the current piece of property was recovered.		[Incident Property] CA:Date/Time Recovered CT:MI;NI;TX;WI:Data Recovered. IL:Date and Time Recovered.
	Description	[OPTIONAL] User supplied brief description of the property described in the current record.		[Incident Property] Property Description
	Incident_Name_ID	[OPTIONAL] Stores the ID of the Incident_Name (person) whose property this belongs to.		Database Only
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Make	[OPTIONAL] Stores the make information for the current piece of property.		[Incident Property] Make
	Model	[OPTIONAL] Stores the model information for the current piece of property.		[Incident Property] Model
	Quantity	[OPTIONAL] Stores the number of pieces of property are being described by the current record.		[Incident Property] Quantity
	Serial	[OPTIONAL] Stores the serial number for the current piece of property.		[Incident Property] Serial
	Status	[OPTIONAL] Stores the user-defined code that best represents the current physical status for the current piece of property.		[Incident Property] Status
Notes:		Must be defined in System Code Table Category (STATUS).		
	Value Min	[OPTIONAL] Stores the initial value of the property prior to involvement in the current incident.		[Incident Property] CA;CT;NI;TX;WI:Property Value IL:Value

### Incident Vehicle Mapping

Conv. Unit?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Incident Vehicle</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
	Color	[OPTIONAL] Stores the described primary color for the current vehicle.		[Incident Vehicle] Color
	Comments	[OPTIONAL] Stores any additional user-freeform observations concerning the current vehicle.		[Incident Vehicle] Comments
	Incident_Name_ID	[OPTIONAL] Stores the ID of the Incident_Name (person) whose vehicle this belongs to.		Database Only
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Make	[OPTIONAL] Stores the user-defined code that best represent the current vehicle's make.		[Incident Vehicle] Make
Notes:		May be defined in System Code Table Category (VMA).		

Conv ert	DB Module and Fields	RVIS Field Description	Source Data Mapping	Target Data Mapping
	Model	[OPTIONAL] Stores the user-defined code that best represents the model of the current vehicle.		[Incident Vehicle] Model
	Plate Number	[OPTIONAL] License plate number associated with the vehicle identified in current record.		[Incident Vehicle] License Plate
	Plate State	[OPTIONAL] Stores the state for which the license plate was issued for the vehicle contained in current record.		[Incident Vehicle] State of Plate
Notes:		Must be defined in System Code Table Category (STT).		
	Plate Year	[OPTIONAL] Stores the year of the license plate associated with the current vehicle.		[Incident Vehicle] Year of Plate
	Recovered Date	[OPTIONAL] Stores the date the current vehicle was recovered.		[Incident Vehicle] When Recovered: or Database Only
Notes:		Must be defined in System Code Table Category (RECVEH).		
	Recovery Code	[OPTIONAL] Stores the user-defined code that best describes the relationship between where the current vehicle was stolen and where it was recovered.		[Incident Vehicle] Vehicle Recovery: or Database Only
	Recovery Value	[OPTIONAL] Stores the estimated value of the current vehicle after recovery from the current incident.		[Incident Vehicle] Recovery Value: or Database Only
Notes:		Must be defined in System Code Table Category (SC).		
	Status	[OPTIONAL] Stores the user-defined code that best represents the current vehicle's disposition status.		[Incident Vehicle] Status
	Stored At	[OPTIONAL] Stores the current location of the vehicle after being impounded.		[Incident Vehicle] Stored At
Notes:		Must be defined in System Code Table Category (STY).		
	Style	[OPTIONAL] Stores the user-defined field that best represents the current vehicle's general style.		[Incident Vehicle] Style
Notes:		May be defined in System Code Table Category (STY).		
	Vehicle Type	[OPTIONAL] Stores the vehicle type identifier vehicle contained in current record.		[Incident Vehicle] Vehicle Type
Notes:		Must be defined in System Code Table Category (VT).		
	VIN	[OPTIONAL] Stores the unique Vehicle Identification Number for the current vehicle.		[Incident Vehicle] VIN
	Year	[OPTIONAL] Stores the current vehicle's year of manufacture.		[Incident Vehicle] Year
	Address	[OPTIONAL] The vehicle's owner's house number and street name for the address associated with the current record.		[Incident Vehicle] CA:CT:IL:MI:TX:WI:Address M:1 Address
	Apartment	[OPTIONAL] Stores the vehicle's owner's apartment number for the address associated with the current record.		[Incident Vehicle] Apartment
	Business Name	[OPTIONAL] Stores the vehicle's owner's name of the business contained in the current record.		[Incident Vehicle] Business Name
	City	[OPTIONAL] Vehicle's owner's city field for address associated with the current record.		[Incident Vehicle] City
	Date Born	[OPTIONAL] Stores the date of birth of the vehicle's owner contained in the current record.		[Incident Vehicle] Date Born

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Entry_Type	[OPTIONAL] Vehicle owner's Identifier used to determine if current record contains data pertaining to a person or business.		[Incident Vehicle] CTX:Person/Business CA:IL:MI:WI:Entry_Type Database Only
	Master_Name_Link	[OPTIONAL] Used to associate the vehicle owner with the Master_Name table.		
	Name_Last	[OPTIONAL] Stores the vehicle's owner's last name identified in the current record.		[Incident Vehicle] Last Name
	Name_First	[OPTIONAL] Stores the vehicle's owner's first name identified in the current record.		[Incident Vehicle] First Name
	Name_Middle	[OPTIONAL] Stores the vehicle's owner's middle name identified in the current record.		[Incident Vehicle] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix such as Jr., III etc. of the vehicle's owner associated with the current record.		[Incident Vehicle] Suffix
	Phone1	[OPTIONAL] Vehicle's Owner's primary phone number identified in the current record.		[Incident Vehicle] Phone
	Phone2	[OPTIONAL] Alternate phone number vehicle's owner identified in the current record.		[Incident Vehicle] Phone2
	PO_Box	[OPTIONAL] Stores the vehicle's owner's Post Office Box Number associated with the current record.		[Incident Vehicle] PO_Box
	SSN	[OPTIONAL] Stores the social security number of the owner of the vehicle contained in the current record.		Database Only
	State	[OPTIONAL] The vehicle's owner's state/province/port/bn of the address associated with the current record.		[Incident Vehicle] State
	Zip	Must be defined in System Code Table Category (STT). [OPTIONAL] Stores the vehicle's owner's zip code for the address associated with the current record.		[Incident Vehicle] Zip

### Incident Narrative Mapping

Conv ert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Incident Narratives</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[REQUIRED] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
	Jurisdiction	[REQUIRED] Agency-specific identifier used to segregate data in multi-agency installations.		Database Only
	Narrative	[REQUIRED] The incident narrative.		[Narrative]
	NarrativeImage	[REQUIRED] Formatted text for the Narrative		[Narrative]
	OfficerDate	[OPTIONAL] The date the officer wrote the Narrative		[Narrative] Date/Time
	OfficerID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Narrative] Officer ID

Conv ent	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
Notes:	OfficerName	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record.  This field description should match the Officer_ID		[Narrative] Officer Name
	SupervisorDate	[OPTIONAL] The date the supervisor reviewed the Narrative.		[Narrative] Date/Time
	SupervisorID	[OPTIONAL] Stores the jurisdiction-specific identification number for the supervising officer.		[Narrative] Supervisor ID
	SupervisorName	[OPTIONAL] Stores the name of the police officer associated with the ID entered in the SupervisorID field.		[Narrative] Supervisor Name
	Supplement	[OPTIONAL] Stores whether or not this narrative is the primary narrative or a supplement to the incident.		[Narrative] Supplement

## Arrest

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

## Arrest Mapping

Conv ent	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Arrest</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[Arrest] Case Number
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Arrest] Arrest Address
Notes:		Intersections can be represented using a '/' designator. Example: MAIN ST // SPRING ST		



Conv ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record;		[Arrest] Apartment
	Arresting_Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record;		[Arrest] CA.Arresting/Holding Officer ID IL.Officer ID 1 WI.Officer_Id 2
Notes:	Arresting_Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record;  This field description should match the Arresting_Officer_ID		[Arrest] Arresting/Holding Officer Name
	Booking_Date	[OPTIONAL] Stores the date the Arrestee was booked		[Arrest] CA;CT;IL;MI.Booking.Date TX;WJ.Date Booked
	Booking_Officer_ID	[OPTIONAL] Stores the user-defined value for the identification number for the officer booking the arrestee for the current arrest.		[Arrest] Booking Officer ID
Notes:	Booking_Officer_Name	[OPTIONAL] Stores the name associated with the ID in the Booking_Officer_ID field;  This field description should match the Booking_Officer_ID		[Arrest] Booking Officer Name
	City	[OPTIONAL] City field for address associated with the current Record.		[Arrest] City
	Date_Arrest	[OPTIONAL] Stores the date the subject was arrested.		[Arrest] Date Arrest
	Jurisdiction	[REQUIRED] Agency-specific Identifier (ORI). Used to segregate data in multi-agency installations.		Database Only
Notes:	Reason	[OPTIONAL] Stores the user-defined code that best describes the reason for the arrest;  Must be defined in System Code Table Category (REA).		[Arrest] Reason
	State	[OPTIONAL] The state/province portion of the address associated with the current record;		[Arrest] State
	Status	[OPTIONAL] Stores the code that best represents the status of the current arrest.		[Arrest] Status
	Transaction_Number	[REQUIRED] Stores the booking or transaction number for the arrest		[Arrest] Transaction Number
	Type_Arrest	[OPTIONAL] Stores user-defined code that best describes the type of arrest performed;		[Arrest] Type Arrest
	Warrant_Number	[OPTIONAL] Stores the warrant number associated to the current arrest.		[Arrest] Warrant Number
	ZIP	[OPTIONAL] Stores the zip code for the address associated with the current record.		[Arrest] Zip

## Arrest Charge Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Arrest Charge</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		Database Only
	Charge Code	[OPTIONAL] Stores the charge, penal or statute code.		[Arrest Charge] CA:PC/Charge TX:Statute
	Charge Code Description	[OPTIONAL] Stores a description of the given charge, penal or statute code		[Arrest Charge] Statute Description
	Charge Count	[OPTIONAL] Stores the number of counts associated with the current charge		[Arrest Charge] Counts
	Court Docket	[OPTIONAL] Stores the court docket number.		Database Only
	Felony/Misdemeanor	[OPTIONAL] Stores the user-defined code that best describes the current charges: felony or misdemeanor status		[Arrest Charge] Fel/Mis
Notes	Jurisdiction	May be defined in System Code Table Category (LEV). [REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Transaction Number	[REQUIRED] Stores the booking or transaction number for the arrest		Database Only
	UCR Code	[OPTIONAL] Stores the Uniform Crime Reporting or the MIBRS offense code associated with the offense contained in current record.		[Arrest Charge] CA:Code CT:IL:MI:TX:WI:UCR Code
	UCR Code Description	[OPTIONAL] Stores Uniform Crime Reporting description. Populated from UCR_Code.		[Arrest Charge] CA:IL:TX:Offense Description CT:Statute Description MI:UCR Code Description WI:UCR Description

### Arrest Name Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Arrest Name</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Arrest Name] Address
	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Arrest Name] Age
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Arrest Name] Apartment

Conv. art?	DB Module and Fields	RIMS Field Description	Source Data Mapping	Target Data Mapping
	Business Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Arrest Name] Business Name
	Cell Phone	[OPTIONAL] Stores the current person's cell phone number.		[Arrest Name] Cell Phone
	City	[OPTIONAL] City field for address associated with the current record.		[Arrest Name] City
	Date Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Arrest Name] Entry Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON.		[Arrest Name] Ethnicity
Notes:		Must be defined in System Code Table Category (ETH).		
	Eye Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Arrest Name] Eye Color
Notes:		Must be defined in System Code Table Category (EYC).		
	FBI Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record.		[Arrest Name] FBI Number
	Hair Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Arrest Name] Hair Color
Notes:		Must be defined in System Code Table Category (HAC).		
	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Arrest Name] Height
	Involvement Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.		[Arrest Name] Involvement Type
	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	License Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Arrest Name] License Number
	License State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Arrest Name] State
	Master Name Link	[OPTIONAL] Contains a database link to the Master Name (if Master Names are imported separately)		Database Only
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Arrest Name] Moniker
	Name Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Arrest Name] Last Name
	Name First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Arrest Name] First Name
	Name Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Arrest Name] Middle Name
	Name Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON.		[Arrest Name] Suffix

Conv ent?	DB Module and Fields	RIMS Field Description	Source Data Mapping	Target Data Mapping
	Phone1	[OPTIONAL] Main phone number for the person/business.		[Arrest Name] CA;CT;MI;TX;WI.Phone IL.Home Phone Database Only
	Phone2	[OPTIONAL] Additional phone number for the person/business		
	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Arrest Name] Place of Birth
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Arrest Name] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Arrest Name] Race
Notes:		Must be defined in System Code Table Category (RAC).		
	SBI_Number	[OPTIONAL] State Bureau of Investigation Identification number assigned to person identified in current record.		[Arrest Name] SBI Number
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Arrest Name] Sex
Notes:		Must be defined in System Code Table Category (SEX).		
	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		Database Only
Notes:		Must be defined in System Code Table Category (SKN).		
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Arrest Name] SSN
	State	[OPTIONAL] The state/province portion of the address		[Arrest Name] State
Notes:		Must be defined in System Code Table Category (STT).		
	Transaction Number	[REQUIRED] Stores the booking or transaction number for the arrest.		Database Only
	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Arrest Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address		[Arrest Name] Zip

## Masters

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

**Note:** Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.

## MasterName Mapping

Conv ert?	DB Module and Fields	RIMS Field Description	Source Data Mapping	Target Data Mapping
	<b>Master_Name</b>			
	Master_Name_Link	[REQUIRED] A Unique ID that is used by other modules to reference a Master_Name.		Database Only
	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
	SourceID	[OPTIONAL] The ID related to the source identifier.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Master Name] Address
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Master Name] Apartment
	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Master Name] Business Name
	Cell_Phone	[OPTIONAL] Stores the current person's cell phone number.		[Master Name] Cell Phone
	City	[OPTIONAL] City field for address associated with the current record.		[Master Name] City
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Master Name] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Master Name] Type
Notes		This value can either be 'PERSON' or 'BUSINESS'.		
	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON		[Master Name] Ethnicity
Notes		Must be defined in System Code Table Category (ETH).		
	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.		[Master Name] Eye Color
Notes		Must be defined in System Code Table Category (EYC).		
	FBI_Number	[OPTIONAL] Federal Bureau of Investigation Identification number assigned to person identified in current record.		[Master Name] FBI Number
	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.		[Master Name] Hair Color
Notes		Must be defined in System Code Table Category (HAC).		
	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Master Name] Height
	License_Number	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Master Name] License Number
	License_State	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Master Name] State
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Master Name] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Master Name] Last Name

Conv ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Master Name] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Master Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Master Name] Suffix
	Phone1	[OPTIONAL] Primary phone number for the person/business		[Master Name] CA:CT:IL:MI:NI:WI:Business, Phone 1 CA:CT:IL:MI:NI:TX:WI:Person, Home Phone
	Phone2	[OPTIONAL] Additional phone number for the person/business		[Master Name] CA:CT:IL:MI:NI:TX:WI:Business, Phone 2 CA:CT:IL:MI:NI:TX:WI:Person, Work Phone
	Place_Of_Birth	[OPTIONAL] Stores the location of birth for the person identified in current record.		[Master Name] Place of Birth
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address.		[Master Name] PO-Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Master Name] Race
Notes		Must be defined in System Code Table Category (RAC).		
	SBI_Number	[OPTIONAL] State Bureau of Investigation Identification number assigned to person identified in current record.		[Master Name] SBI Number (State ID)
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Master Name] Sex
Notes		Must be defined in System Code Table Category (SEX).		
	SKIN	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Master Name] Skin Type
Notes		Must be defined in System Code Table Category (SKN).		
	SMT_Yes_No	[OPTIONAL] Indicates there is at least one SMT in the Master_Name_BodyMarks table for this person.		[[Database Only]
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON.		[Master Name] SSN
	State	[OPTIONAL] The state/province portion of the address		[Master Name] State
Notes		Must be defined in System Code Table Category (STT).		
	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Master Name] Weight
	zip	[OPTIONAL] Stores the zip code for the address		[Master Name] Zip

## MasterNameAlias Mapping

Conv ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Master_Name_Alias</b>				
	Master_Name_Link	[REQUIRED] A referenc back to the Master_Name table		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Alias Records] Address
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Alias Records] Apartment
	Business_Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Alias Records] Business Name
	City	[OPTIONAL] City field for address associated with the current record.		[Alias Records] City
	Date_born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Alias Records] Date Birth
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.		[Alias Records] Type
Notes:		This value can either be 'PERSON' or 'BUSINESS'		
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON		[Alias Records] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Alias Records] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Alias Records] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Alias Records] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name such as Jr, III etc., if the Entry_Type is PERSON		[Alias Records] Suffix
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Alias Records] PO Box
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Alias Records] Race
Notes:		Must be defined in System Code Table Category (RAC)		
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Alias Records] Sex
Notes:		Must be defined in System Code Table Category (SEX)		
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		[Alias Records] SSN
	State	[OPTIONAL] The state/province portion of the address		[Alias Records] State
Notes:		Must be defined in System Code Table Category (STT)		
	Zip	[OPTIONAL] Stores the zip code for the address		[Alias Records] Zip

## Master Name Alerts Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Master_Name_MN_Alert</b>				
	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
	SourceID	[OPTIONAL] The ID related to the source identifier.		Database Only
	Master_Name_Link	[REQUIRED] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	MN_Alert	[REQUIRED] The title of the alert		[Name Alerts] Alert Title
	Alert_Narr	[REQUIRED] Text describing the alert		[Name Alerts]

### Master Name BodyMarks Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Master_Name_BodyMarks</b>				
	SourceName	[OPTIONAL] The name in the source data where the evidence record can be referenced.		Database Only
	SourceID	[OPTIONAL] The ID related to the source identifier.		Database Only
	Master_Name_Link	[REQUIRED] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	SMT	[OPTIONAL] The type of SMT (Birthmark, scar, tattoo, etc.)		[Scars Marks and Tattoos] SMT
Notes:	Type_SMT	Must be defined in Image Code Table Category (SMT).		[Scars Marks and Tattoos] Identification Sub Type
Notes:	Type_SMT	[OPTIONAL] Provides further identification for the SMT type.		[Scars Marks and Tattoos] Identification Sub Type
	SMT_Description	[OPTIONAL] The full description of the SMT		[Scars Marks and Tattoos] SMT Description
	Description	[OPTIONAL] A description of the SMT		[Scars Marks and Tattoos] Description
	Location	[OPTIONAL] The location on the body where the SMT is located		[Scars Marks and Tattoos] Body Location
Notes:	Location	Must be defined in Image Code Table Category (BOD).		[Scars Marks and Tattoos] Body Location

### Warrant

The following checked fields will be converted as part of the data conversion activities for this module. Once available, source data mapping will be documented in this table as well as any specific field related limitations/exceptions.

**Note:** Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This helps provide our Data Conversion Analyst with the location of the data in your current system.



## Warrant Mapping

Component	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Warrant</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case Number	[OPTIONAL] Stores the jurisdiction-specific case identifier used to associate the current record with a case in RMS.		[Warrant] Associated Case Number
	Associated Num	[OPTIONAL] Stores additional user defined warrant tracking number		[Warrant] Num - 1
	Associated Num_Type1	[OPTIONAL] Stores user defined code that best describes the additional tracking identifier stores in Associated_Num and associated with the current warrant		[Warrant] Number Type 1
Note:		Must be defined in System Code Table Category (WARRANTNUMBERTY).		
	Bail Amount	[OPTIONAL] Stores the summation of all bonds for all charges associated with the current warrant		[Warrant] Total Bond Amount
	Date Issued	[OPTIONAL] Stores the date the current warrant was originally issued		[Warrant] Date Issued
	Date Received	[OPTIONAL] Stores the date the current warrant was received by the current agency		[Warrant] Date Received
	Date Served	[OPTIONAL] Stores the date the warrant was served to the subject		[Warrant] Date Served
	Expire Date	[OPTIONAL] Stores the date of expiration for the current warrant		[Warrant] Expire Date
	How Received	[OPTIONAL] Stores the user defined code that best represents how the current warrant was received by the agency		[Warrant] How Received.
Note:		Must be defined in System Code Table Category (WHR).		
	How Served	[OPTIONAL] Stores the user defined code that best represents how the current warrant was served on the subject.		[Warrant] How Served
Note:		Must be defined in System Code Table Category (WHW).		
	Issued By	[OPTIONAL] Stores the name of the entity issuing the warrant		[Warrant] Issued By

Conv ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Jurisdiction	[REQUIRED] Agency-specific Identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Officer_ID	[OPTIONAL] Stores the jurisdiction-specific identification number for the officer associated with the current record.		[Warrant] Officer.ID
Notes	Officer_Name	[OPTIONAL] Stores the name of the police officer associated with the entity contained in current record.		[Warrant] Officer.Name
	Warrant_Inactive	[OPTIONAL] Indicates the current warrant is no longer active		[Warrant] Warrant.Inactive
	Warrant_Number	[REQUIRED] Jurisdiction specific Identifier used to uniquely identify the current warrant		[Warrant] Warrant.Number
	Warrant_Served	[REQUIRED] Indicates the current warrant was successfully served on the subject		[Warrant] Warrant.Served
	Warrant_Type	[OPTIONAL] Stores the user defined code that best represents the general category the current warrant falls under		[Warrant] Warrant.Type
Notes		This field description should match the Officer_ID		
		Must be defined in System Code Table Category (WTY).		

### Warrant Charge Mapping

Conv ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Warrant Charge</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Case_Number	[OPTIONAL] Stores the jurisdiction specific case identifier used to associate the current record with a case in RMS.		Database Only
	Disposition Code	[OPTIONAL] Stores the user defined code that best represents the current status of the warrant with respect to the current charge		[Warrant Charge] Disposition Code
	Disposition	[OPTIONAL] Stores the description for the code stored in Disposition_Code		[Warrant Charge] Disposition

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Jurisdiction	[REQUIRED] Agency-specific Identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Offense Code	[OPTIONAL] Stores the statute that best represents the offense associated with this charge		[Warrant Charge] Offense Code
	Offense Date	[OPTIONAL] Stores the date on which the current offense occurred		[Warrant Charge] Offense Date
	Offense Description	[OPTIONAL] Stores the description of the value stored in the Offense Code field		[Warrant Charge] Offense Description
	Warrant Number	[REQUIRED] Stores the number issued to the warrant.		Database Only
	UCR Code	[OPTIONAL] Stores the Uniform Crime Reporting or the NIBRS offense code associated with the offense contained in current record.		[Warrant Charge] UCR Code
	UCR Code Description	[OPTIONAL] Stores the description for the value stored in the UCR Code field		[Warrant Charge] UCR Code Description Charge

### Warrant Name Mapping

Convert?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Warrant Name</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Address	[OPTIONAL] The house number and street name for the address associated with the current record.		[Warrant Name] Address
	Age	[OPTIONAL] Stores the age of the person contained in the current record at the time it was entered into the system, if the Entry_Type is PERSON		[Warrant Name] Age
	Apartment	[OPTIONAL] Stores the apartment number for the address associated with the current record.		[Warrant Name] Apartment
	Business Name	[OPTIONAL] Stores the name of the business contained in the current record, if the Entry_Type is BUSINESS.		[Warrant Name] Business Name
	Cell Phone	[OPTIONAL] Stores the current person's cell phone number.		Database Only
	City	[OPTIONAL] City field for address associated with the current record.		[Warrant Name] City

Conv ent?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
	Date_Born	[OPTIONAL] Stores the date of birth of the person contained in the current record, if the Entry_Type is PERSON		[Warrant Name] Date Born
	Entry_Type	[REQUIRED] Identifier used to determine if current record contains data pertaining to a person or business.  This value can either be 'PERSON' or 'BUSINESS'		[Warrant Name] Entry Type
Note s:	Ethnicity	[OPTIONAL] Stores the ethnic background of the person contained in the current record, if the Entry_Type is PERSON  Must be defined in System Code Table Category (ETH).		[Warrant Name] Ethnicity
Note s:	Eye_Color	[OPTIONAL] Stores the code that best represents the observed color of the person's eyes identified in current record.  Must be defined in System Code Table Category (EYC).		[Warrant Name] Eye Color
Note s:	FBI_Number	[OPTIONAL] Federal Bureau of Investigation identification number assigned to person identified in current record		[Warrant Name] FBI #
	Hair_Color	[OPTIONAL] Stores the code that best represents the color of the hair observed for the person contained in current record.  Must be defined in System Code Table Category (HAC).		[Warrant Name] Hair Color
Note s:	Height	[OPTIONAL] Stores the physical height for the person identified in current record.		[Warrant Name] Height
	Involvement_Type	[REQUIRED] Stores the involvement relationship associated with the entity contained in current record as it pertains to the event being captured.  Must be defined in System Code Table Category (INA).		[Warrant Name] Involvement Type
Note s:	Jurisdiction	[REQUIRED] Agency-specific identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	License_Nu mber	[OPTIONAL] Stores the driver's license number of the person contained in the current record.		[Warrant Name] License Number
	License_Stat e	[OPTIONAL] Stores the state from which the driver's license was issued for the person contained in current record.		[Warrant Name] State

Conv ert?	DB Module and Fields	RIMS Field Description	Source Data Mapping	Target Data Mapping
Note s:		Must be defined in System Code Table Category {STT}.		
	Master_Name_Link	[OPTIONAL] Contains a database link to the Master_Name (if Master Names are imported separately)		Database Only
	Moniker	[OPTIONAL] Stores the moniker or nickname of the person contained in the current record, if the Entry_Type is PERSON.		[Warrant Name] Moniker
	Name_Last	[OPTIONAL] Stores the last name of the person, if the Entry_Type is PERSON.		[Warrant Name] Last Name
	Name_First	[OPTIONAL] Stores the first name of the person, if the Entry_Type is PERSON.		[Warrant Name] First Name
	Name_Middle	[OPTIONAL] Stores the middle name of the person, if the Entry_Type is PERSON.		[Warrant Name] Middle Name
	Name_Suffix	[OPTIONAL] The Suffix for the person's name, such as Jr, III etc., if the Entry_Type is PERSON		[Warrant Name] Suffix
	Phone1	[OPTIONAL] Main phone number for the person/business		[Warrant Name] Phone 1
	Phone2	[OPTIONAL] Additional phone number for the person/business		[Warrant Name] Phone 2
	PO_Box	[OPTIONAL] Stores the Post Office Box Number for the address		[Warrant Name] Place of Birth
	Race	[OPTIONAL] Stores the race code of the person, if the Entry_Type is PERSON		[Warrant Name] PO Box
Note s:		Must be defined in System Code Table Category {RAC}.		
	SBI_Number	[OPTIONAL] State Bureau of Investigation Identification Number assigned to person identified in current record.		[Warrant Name] Race
	Sex	[OPTIONAL] Stores the sex of the person, if the Entry_Type is PERSON		[Warrant Name] State #
Note s:		Must be defined in System Code Table Category {SEX}.		
	Skin	[OPTIONAL] Stores the user-defined code that best represents the observed skin type of the person contained in the current record.		[Warrant Name] Sex
Note s:		Must be defined in System Code Table Category {SKN}.		
	SSN	[OPTIONAL] Stores the social security number of the person, if the Entry_Type is PERSON		Database Only
	State	[OPTIONAL] The state/province portion of the address		[Warrant Name] SSN

Conv ent?	DB Module and Fields	RIMS Field Description	Source Data Mapping	Target Data Mapping
Note s		Must be defined in System Code Table Category (STT).		
	Warrant_Nu mber	[REQUIRED] Stores the number issued to the warrant.		Database Only
	Wair_Subm itted	[OPTIONAL] Indicates that warrant has been submitted.		Database Only
	Weight	[OPTIONAL] Stores the weight as observed for the person contained in current record.		[Warrant Name] Weight
	Zip	[OPTIONAL] Stores the zip code for the address		[Warrant Name] Zip

Warrant Service Mapping

Conv. art?	DB Module and Fields	RMS Field Description	Source Data Mapping	Target Data Mapping
<b>Warrant Service</b>				
	SourceName	[OPTIONAL] The name in the source data where this record can be referenced back to.		Database Only
	SourceID	[OPTIONAL] The ID related to the SourceName.		Database Only
	Action	[OPTIONAL] Stores the user defined code that best represents the latest action taken in regards to the current warrant		[Warrant Service] Action
Note:		Must be defined in System Code Table Category (WARRANTACTION).		
	Action Date	[OPTIONAL] Stores the date the latest action taken		[Warrant Service] Action Date
	Attempt Comment	[OPTIONAL] Stores a brief freeform comment concerning the current service attempt		[Warrant Service] Comments
	Attempt Date	[OPTIONAL] Stores the date the current service attempt was performed		[Warrant Service] Attempt Date
	Attempt Location	[OPTIONAL] Stores location information on where the officer attempted to serve the current warrant		[Warrant Service] Location Of Attempt
	Attempt Status	[OPTIONAL] Stores the user defined code that best represents the status of the current service attempt		[Warrant Service] Status
Note:		Must be defined in System Code Table Category (WARRANTSTATUS).		
	Jurisdiction	[REQUIRED] Agency-specific Identifier (ORI) used to segregate data in multi-agency installations.		Database Only
	Officer Id	[OPTIONAL] Stores the Jurisdiction specific identification number for the officer charged with serving the current warrant.		[Warrant Service] Officer Id
	Officer Name	[OPTIONAL] Stores the name of the police officer charged with serving the current warrant.		[Warrant Service] Officer Name
	Process	[OPTIONAL] Stores the user defined code that best represent the current processing status of the current warrant		[Warrant Service] Process
Note:		Must be defined in System Code Table Category (WARRANTPROCESS).		
	Warrant Number	[REQUIRED] Stores the number issued to the warrant.		Database Only



ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER  
STOP DWI PROGRAM

ANTHONY J. PICENTE, JR.  
County Executive

EDWARD STEVENS  
Director

120 Base Road • Oriskany, New York 13424  
Phone: 315-765-2526 • Fax: 315-765-2529

April 13, 2022

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Ave  
Utica, New York 13501

FN 20 22 - 157

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

The 911 Center requests to enter into a maintenance agreement with TriTech Software Systems from February 14, 2022 through February 13, 2023. The maintenance agreement is to provide 24X7 access to our customer call center for product support. It will provide on-site and remote diagnostic capabilities. The cost of this annual maintenance agreement will be \$218,122.02 and will be supported with County dollars.

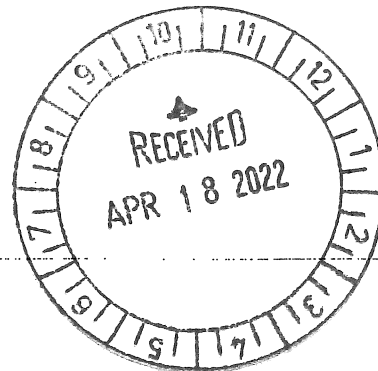
As the system is proprietary, TriTech is the only vendor capable of providing updates and support services.

We also request approval from the Board of Legislators to enter into this agreement.

If I can be of further assistance, please feel free to contact me.

Sincerely

Edward T. Stevens  
Director of Emergency Services



mle

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 4/15/22



Oneida Co. Department Emergency Services

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

Other  X

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of & Address of Vendor:** TriTech Software Systems/Central Square Technologies  
1000 Business Center Drive  
Lake Mary, FL 32746

**Title of Activity or Services:** Software Support Agreement

**Proposed Dates of Operation:** February 14, 2022 – February 13, 2023

**Client Population/Number to be Served:** Oneida County

**SUMMARY STATEMENTS**

1). **Narrative Description of Proposed Services:** Record Management System, Mobile Computer System, Law Enforcement Analytics Information Sharing System and all integrated with existing CAD system.

2). **Program/Service Objectives and Outcomes:** Information sharing, Mobile product, Integration with CAD/RMS

3). **Program Design and Staffing Level:** N/A

**Total Funding Requested:** \$218,122.02 Annually **Account #:** A3020.493

**Oneida County Dept. Funding Recommendation:** \$218,122.02

**Proposed Funding Source (Federal \$ /State \$ / County \$):** County

**Cost Per Client Served:** N/A

**Past performance Served:** N/A

**O.C. Department Staff Comments:**



**CENTRAL SQUARE**  
TECHNOLOGIES

TriTech Software Systems 1000  
Business Center Drive  
Lake Mary, FL 32746  
[www.TriTech.com](http://www.TriTech.com)

# SOFTWARE SUPPORT AGREEMENT

TriTech Software Systems

**SOFTWARE SUPPORT AGREEMENT**  
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## SOFTWARE SUPPORT AGREEMENT

**Client:** Oneida Department of Emergency Services, NY  
**Address:** 120 Base Road  
**City, State, Zip:** Oriskany, NY 13424  
**Phone, Fax:** 315-765-2526  
**Contact Name:** Ed Stevens

This Software Support Agreement (this "Agreement") is made by and between TriTech Software Systems, a CentralSquare Technologies company, as successor in interest to Tiburon, Inc. referred to herein as "TriTech," a foreign business corporation, with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, by and through its Department of Emergency Services, with offices located at 120 Base Road, Oriskany, NY 13424, referred to herein as "Client," (who together are referred to as the "Parties", or individually as "Party" herein), with reference to the following facts.

A. WHEREAS, TriTech and Client have entered into a System Purchase Agreement (the "Purchase Agreement"); and

B. WHEREAS, this Software Support Agreement (this "Agreement") is entered into to provide Software Support for the TriTech Software for a period of one year, subject to annual renewal thereafter; and

C. WHEREAS, during the initial term of this Agreement, TriTech shall act as the Prime Contractor for maintenance of the System and shall provide the single point of contact with the Client as further defined herein;

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, TriTech and Client agree as follows:

### 1.0 DEFINITIONS

1.1 All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in the Definitions section of the Purchase Agreement, which section is incorporated by reference herein as though set forth in full.

### 2.0 TERM AND TERMINATION

2.1 The initial term of Software Support services provided under this Agreement shall begin at first Go Live for the TriTech Software and end twelve (12) months thereafter. Software Support for subsequent annual terms shall be subject to renewal of this Agreement and payment of the renewal Software Support fees. Following the initial term, either Party may terminate this Agreement upon written notice to the other Party ninety (90) days prior to the end of the then

current annual support term. Provided that notice of termination has not been provided, on or before the expiration of the then current support term, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support Renewal Notice for signature. TriTech reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Client.

2.2 Following the initial term of this Agreement, either Party shall have the option, upon prior written notice as provided in this section, to terminate support and maintenance for applicable Subcontractor Software which is provided through TriTech as the Prime Contractor. In such event the Client shall enter directly into Support Agreement(s) with the individual Subcontractor(s). In order to provide continuity of support, either Party shall notify the other Party at least ninety (90) days prior to the end of the initial term of this Agreement of its intentions for continuation through TriTech as the Prime Contractor of support and maintenance for such Subcontractor Software. Support for Subcontractor Software if applicable under this Agreement will be provided in accordance with the applicable Subcontractor's terms for support which are attached hereto at Addendum C.

2.3 Either Party may terminate this Agreement upon written notice to the other Party in the event that (i) the other Party fails to comply with any material term or condition of this Agreement, provided that such failure has not been cured within thirty (30) days receipt of written notice of such failure; or (ii) the other Party's business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination; or (iii) written notice of termination for convenience is provided by one Party to the other Party within ninety (90) days' prior to the end of the then current support term.

2.4 In any event, this Agreement shall terminate upon the end of the fourth (4<sup>th</sup>) annual renewal term.

### 3.0 SUPPORT FEE(S)

3.1 Software Support fee(s) to be paid by Client for the initial term of this Agreement are established based on the software licenses purchased under the System Purchase Agreement. The Software Support fee for the first renewal term shall be the amount specified in Addendum A hereto, subject to the adjustments as described in 3.2.

3.2 Unless otherwise terminated as provided herein, TriTech shall notify Client prior to the end of the initial support term of the Software Support fees for the first renewal term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term and are due for all TriTech Software applications and modules licensed to Client. Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional licenses purchased by Client during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

3.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by TriTech for support services provided at Client's site or other locations remote from TriTech's principal place of business. Such expenses shall be paid by Client on receipt of TriTech's invoice for such expenses. Travel costs submitted for reimbursement will be actual

costs, plus a five percent (5%) administrative fee.

3.4 If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at TriTech's then current rates for such services, shall also be the responsibility of the Client. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by TriTech to further development, enhancement and support of the TriTech Software must be spread over TriTech's client base and fairly shared by all TriTech Software users.

3.5 Failure to pay annual Software Support fees when due may result in a notice of termination in accordance with section 2.3.

**Remittance Address for Payments Only:**

TriTech Software Systems  
12709 Collection Center Drive  
Chicago, IL 60693

3.5.1 Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.

3.6 Except for taxes for which Client provides TriTech with written certification of its tax-exempt status, if TriTech is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

3.7 Appropriations: It is understood by the Parties that this Agreement shall be deemed executory only to the extent of the monies appropriated and available. No liability shall be incurred by the Client if funds are not appropriated.

#### 4.0 SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT

4.1 TriTech will provide support services as more fully described in Addendum B.

4.2 Client shall appoint a principal point of contact with a level of knowledge of the TriTech Software and Client's computer environment to manage the reporting of Software Errors to TriTech in accordance with the Software Error Guidelines and Procedures set forth in Addendum B. TriTech reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

4.3 At all times during the term of this Agreement or any renewal period, each Party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other Party and its employees. Any such behavior shall be reported to the Party's supervisor, manager, or executive as applicable for

corrective action. A Party's failure to remedy any reported issues related to employee misconduct, including, if necessary, removal of the offending employee from direct contact with the other Party, may be cause for termination in accordance with section 2.3 herein.

## 5.0 SOFTWARE ERROR CORRECTION AND ACCESS

5.1 If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the TriTech Documentation. If following the error procedures does not correct the Software Error, Client shall promptly notify TriTech pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by TriTech. Upon notification of a reported Software Error, TriTech shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If TriTech is unable to reproduce the Software Error at TriTech's facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by TriTech. TriTech will provide onsite assistance if the Client and TriTech determine that it is necessary for TriTech personnel to travel to Client's site to reproduce the error. If it is determined that reported problem was caused by the TriTech Software, TriTech will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or Hardware, or System Software, or is otherwise not attributable to the TriTech Software, Client shall reimburse TriTech for its travel expenses incident to the on-site visit, as well as TriTech's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

5.1.1 If, during the term of this Agreement, Client experiences performance issues with the TriTech Software related to user transaction times (the elapsed time between electronically requesting information [i.e., depressing the "enter" key or mouse button] to the appearance of the data requested on the next screen) that materially degrades the operational use of the TriTech Software, the Client shall notify TriTech in accordance with Addendum B. TriTech will assist the Client to determine the source of the user transaction times issue (TriTech Software, third Party products, Client supplied network, etc.). If the related to user transaction times is found to be caused by the TriTech Software, TriTech will use commercially reasonable efforts to resolve the issue according to the Priority status (defined in Addendum B) assigned based on the Subsystem, transaction type, and operational impact on the Client's Users.

5.2 TriTech maintains a Security program for managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

5.3 If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's

site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

## 6.0 SOFTWARE UPDATES

6.1 From time to time at TriTech's discretion, Updates to the TriTech Software and TriTech Documentation will be developed and provided to Client. All Updates to the TriTech Software and TriTech Documentation shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed TriTech Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced.)

## 7.0 LIMITATIONS

7.1 Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release version when it is made available, TriTech shall only be obligated to provide Software Support for Client's version of the TriTech Software for a period of twelve (12) months thereafter.

7.2 TriTech shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

7.3 If any of the following circumstances exist, TriTech shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

73.1 Problems in the TriTech Software caused by modification of the TriTech Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party.

73.2 Problems in the TriTech Software caused by the TriTech Software not being used in accordance with the TriTech Documentation, or other instructions provided by TriTech, or by misuse or neglect.

73.3 Problems in the TriTech Software caused by software not provided by TriTech, not approved by TriTech in writing or not specified as compatible in the TriTech Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 of this Agreement.)

73.4 Problems in the TriTech Software caused by equipment which does not meet the configuration requirements, or Client does not maintain the site and facility as specified in the TriTech Documentation.



73.5 Problems in the TriTech Software caused by one or more computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up-to-date virus checking software in accordance with TriTech Documentation and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the TriTech System. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software on Client's Equipment. Client shall practice reasonable back-up procedures for the TriTech System in accordance with TriTech Documentation.

73.6 Problems in the TriTech Software caused by Subcontractor Software or System Software, including but not limited to operating system software.

73.7 Problems in the TriTech Software caused by Equipment or software provided by Client or third parties with which the TriTech Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

7.4 If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by TriTech, it shall, before loading such software, follow the procedures regarding third party software compatibility in the TriTech Documentation, and contact the TriTech Customer Service Department at the telephone numbers listed in Addendum B for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations.** Client agrees that if the loading of such third-party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release TriTech from any obligations or liabilities related to operation or performance of the System, the TriTech Software, Subcontractor Software, or any other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

7.5 TriTech Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the mutual agreement of the Parties as to the terms and conditions under which such services are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to such Third-Party Changes.

7.6 Problems in the TriTech Software or transmission of data caused by wireless services are not warranted by TriTech, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

7.7 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

## **8.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE**

8.1 Maintenance and support for Equipment provided under the Purchase Agreement (except as otherwise stated therein) is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the TriTech Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third-party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

8.1.1 TriTech Jail, as further defined in Addendum B, will be installed on server(s) maintained by TriTech.

8.2 Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontract support terms provided hereto at Addendum C if continued annual support for the applicable Subcontractor Software is provided under this Agreement as further defined herein. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Purchase Agreement does not perform as provided in the applicable Specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TriTech Software issue or an issue with a Third-Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, TriTech will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led TriTech to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the TriTech Software and are not caused by a Client specific installation or configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution. Notwithstanding the above, TriTech is not and shall not be a party to such third-party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

## 9.0 LIMITATION OF LIABILITY

9.1 The total liability of TriTech for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to TriTech for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance.

9.2 IN NO EVENT SHALL TRITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE TRITECH SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

## 10.0 DISPUTE RESOLUTION

10.1 The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either TriTech's or the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute within sixty (60) days of the initial written request, either Party may take appropriate legal action.

## 11.0 SEVERABILITY

11.1 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

## 12.0 FORCE MAJEURE/EXCUSABLE DELAY

12.1 Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment or software from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable

Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

### **13.0 CONSTRUCTION AND HEADINGS**

13.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

### **14.0 WAIVER**

14.1 The failure or delay of any Party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either Party to enforce each and every provision.

14.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

### **15.0 ENTIRE AGREEMENT**

15.1 This Agreement and its Addenda or Amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

### **16.0 APPLICABLE LAW**

16.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules or principles.

### **17.0 ASSIGNMENT**

17.1 Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of TriTech's assets, TriTech may assign this Agreement to an entity ready, willing and able to perform TriTech's executory obligations hereunder, upon the express written assumption of the obligations hereunder by the assignee.

## 18.0 NOTICES

18.1 All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To Client:

Oneida County Dept. of  
Emergency Services  
120 Base Road, Oriskany, NY 13424

Attn: Edward Stevens, Director

To TriTech:

TriTech Software Systems  
1000 Business Center Drive  
Lake Mary, FL 32746

Attn: Contracts

## 19.0 GENERAL TERMS

19.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto, but nothing in this paragraph shall be construed as consent to any assignment of this Agreement by either Party except as provided in the ASSIGNMENT section of this Agreement.

19.2 This Agreement shall not become a binding contract until signed by an authorized officer of both Parties, and it is effective as of the date so signed.

19.3 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

19.4 The provisions contained herein shall not be construed in favor of or against either Party because that Party or its counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.

19.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

19.6 A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

19.7 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind,

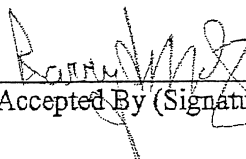
or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

19.8 EACH PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHERWRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.

COUNTY OF ONEIDA

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

  
Accepted By (Signature)

Printed Name

Barry Medintz  
Printed Name

Title

General Counsel + Corp. Secretary  
Title

Date

4-6-2022  
Date

**ADDENDUM A**  
**SUPPORT FEES**

Support fees for the initial term beginning at first Go Live for the TriTech Software and ending twelve (12) months thereafter, are included under the Contract Price in the System Purchase Agreement. Based on the licenses purchased under the System Purchase Agreement, the annual support fee for the first renewal term (to begin 12 months' post Go Live) will be:

**\$218,122.02.**

Prior to the end of the then current support term, and each subsequent annual support term, TriTech will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Agreement. An increase in the TriTech Software licenses granted to Client will result in an increase in the Software Support fee.

TriTech's Software Support fees do not include fees for third party applications, or embedded software required, including but not limited to CAD Mapping or Mobile Mapping fees.

Option:

As further defined in Addendum B hereto, standard Software Support for TriTech RMS/FBR, TriTech Jail, and TriTech Fire applications is provided on an 8x5 basis. Support fees for 8x5 support is calculated at a lesser rate than 24x7 support. However, as an optional upgrade, Client may purchase Software Support for these TriTech Software applications on a 24x7 basis (this option is not available for CrimeView or FireView) with the applicable adjustment in support fee. **If this option has been chosen, check the box below:**

Optional Support Upgrade to 24x7 for TriTech RMS/FBR Yes

Optional Support Upgrade to 24x7 for TriTech Jail Yes

Optional Support Upgrade to 24x7 for TriTech Fire Yes

**3. Website Support**

Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to TriTech's most current information. Client will need to enter its designated username and password to gain access to the technical support areas on TriTech's website. TriTech's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

**4. Exclusions from Technical Support Services**

TriTech shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If Client requests support services for a problem that TriTech reasonably believes was caused or exacerbated by a Nonqualified Product, TriTech shall provide notice thereof to Client along with a quoted price for the support services; Client must approve the incurrence of such charges in writing prior to TriTech rendering the services. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

**5. Client Responsibilities**

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 5.2 Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 5.3 Maintain the designated computer system at the latest code revision level reasonably deemed necessary by TriTech for proper operation of the Software;
- 5.4 Supply TriTech with access to and use of all information and facilities reasonably determined to be necessary by TriTech to render the technical support described herein;
- 5.5 Perform any test or procedures reasonably recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website following notice from TriTech to Client;
- 5.7 Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and



5.8 Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. Security:

6.1 TriTech maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.2 If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff’s job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client’s site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client’s site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

7. Priorities and Support Response Matrix: The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Software Technical Support. TriTech will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
<p>Priority 1 –  Urgent</p>	<p>Normal Customer Service Hours Support for live operations on the production system: A system down or not functioning event, and no procedural workaround exists. This is defined as the following:</p> <ul style="list-style-type: none"> <li>• TriTech server software inoperative</li> <li>• Loss of ability for all users to log on to system</li> <li>• Loss of transactional data &amp; transactional data corruption</li> </ul> <p>This means one or more critical server components are nonfunctional disabling the software or the field</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. TriTech initially responds to a Priority 1 case within one hour after opening.</p> <p><i>After Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800-987-0911.</i></p> <p>Priority 1 issues must be called in via 800-987-0911 in order to receive this level of response.</p>

	reporting capabilities of workstations.	
<b>Priority 2 – Critical</b>	<p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error that disrupts operations but there is capacity to remain productive and maintain necessary business level operations. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Loss of ability for TriTech users to enter Case (Incident, Arrest and Custody) records into the system</li> <li>• Unable to book or release inmates</li> </ul> <p>A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. TriTech initially responds to a Priority 2 case within two hours after opening.</p> <p><i>After Normal Customer Service Hours: One (1) hour minute call back after Client telephone contact to 800-987-0911.</i></p> <p>Non-Urgent Priority issues may also be reported via <a href="https://support.TriTech.com/s/contact-us">https://support.TriTech.com/s/contact-us</a></p>
<b>Priority 3 – Non-Critical</b>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent or Critical Priority, has a workaround available, and involves partial loss of noncritical functionality. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Loss of Non-Urgent Data (with “Non- Urgent” being defined as not causing an error classified as a Priority 1 or Priority 2 error (above).</li> <li>• NIBRS State reporting issues that cause agency reports to exceed State error submission limits</li> <li>• UCR reporting multiple occurrence of inaccurate data</li> </ul>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. TriTech initially responds to a Priority 3 case within eight business hours after opening.</p> <p>Non-Critical Priority issues may also be reported via <a href="https://support.TriTech.com/s/contact-us">https://support.TriTech.com/s/contact-us</a></p> <p>Non-Critical Priority issues are not managed after Normal Customer Service Hours.</p>

<p><b>Priority 4 – Minor</b></p>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. The inconvenience is slight and can be tolerated.</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. TriTech initially responds the next business day after the pint of opening a Priority 4 case during TriTech’s normal local business hours or within two business days after a P4 case is opened outside of TriTech’s normal local business hours.</p> <p>Minor Priority issues may also be reported via <a href="https://support.TriTech.com/s/contact-us">https://support.TriTech.com/s/contact-us</a></p> <p>Minor Priority issues are not managed after Normal Customer Service Hours.</p>

8. **Exceptions.** TriTech shall not be responsible for failure to carry out its service and maintenance obligations under this Amendment if the failure is caused by adverse impact due to:
- 8.1. defectiveness of the Client’s environment, Client’s systems, or due to Client corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.
  - 8.2. denial of reasonable access to Client’s system or premises preventing TriTech from addressing the issue.
  - 8.3. material changes made to the usage of the Software by Client where TriTech has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Client or its subcontractors, of communications links necessary to the proper performance of the

Software.

8.4. a force majeure event, or the negligence, intentional acts, or omissions of Client or its agents.

9. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, TriTech provides a continuous resolution effort until the issue is resolved. TriTech will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.  TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
Priority 2 – Critical	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the production system which may include a fix on the system prior to the next planned commercial release of the applicable TriTech product software.
Priority 3 – Non - Critical	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If TriTech determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

10. **Non-Production Environments.** TriTech will make commercially reasonable efforts to provide non-

production environment(s) during Client business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

- 10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above for regular System Maintenance.
- 10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.
11. **Training**. Outside the scope of training services purchased, if any, Client is responsible for the training and organization of its staff in the operation of the Software.
12. **Development Work**. The Support Standards do not include development work either (i) on software not licensed from TriTech or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. TriTech retains all Intellectual Property Rights in development work performed and Client may request consulting and development work from TriTech as a separate billable service.

## *Jail*

### *General Support*

Phone and email support will be provided for TriTech Jail and shall maintain a support center database to track any reported issues. No support will be provided for TriTech Jail more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week.

### *Server Hardware Maintenance*

TriTech will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

### *Customer Responsibilities*

#### *Access to Premises*

Client shall provide TriTech with reasonable and timely access to the sites and personnel necessary for TriTech to perform its obligations under this Agreement.

#### *Server Access*

Client will ensure that all TriTech Jail servers are directly network accessible to CentralSqaure at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSqaure.

#### *System Administrator*

Client is responsible for naming one or more System Administrators to serve as a primary point of contact between Client and TriTech. At least one System Administrator must be available at all times. Client will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

#### *Security*

Client is responsible for providing all physical security. The Client is responsible for securing their network.

#### *System Updates*

Client shall work in good faith to allow TriTech to install System updates.

### CrimeView Desktop, FireView Desktop

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	There are no Critical Priorities for CrimeView/FireView Desktop.	Not applicable.
Priority 2 – Urgent Priority	<p>Normal Customer Service Hours Support: A serious issue with no workaround that severely impacts the ability of the system to process the data.</p> <ul style="list-style-type: none"> <li>The Import Wizard continuous crashes upon trying to open it.</li> </ul> <p>A significant number of the CrimeView Desktop or FireView Desktop workstations are negatively impacted by this issue (e.g., does not apply to a minimal set of CrimeView Desktop or FireView Desktop workstations). This issue is defined in more detail in Special Note #1, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>Urgent Priority issues are not managed after Normal Customer Service Hours.</p> <p>Priority 2 issues must be called in via 800.987.0911 in order to receive this level of response.</p>
Priority 3 - High Priority	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common CrimeView Desktop or FireView Desktop function. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>Recent data is not available</li> <li>Error message in the Crystal Report</li> <li>Diagnosis of TriTech Desktop software issues and errors</li> <li>Diagnosis of Configuration issues</li> </ul> <p>A significant number of CrimeView Desktop or FireView Desktop workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 by the first available representative.</p> <p>High Priority issues may also be reported via <a href="mailto:CrimeViewSupport@TriTech.com">CrimeViewSupport@TriTech.com</a></p> <p>High Priority issues are not managed after Normal Customer Service Hours.</p>
Priority 4 – Medium Priority	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.</p> <ul style="list-style-type: none"> <li>Annual updates</li> <li>Geocoding issue</li> <li>Licensing</li> <li>Assistance with the setup of TriTech Desktop on a new server and/or user's computer</li> <li>TriTech software updates</li> </ul> <p>These are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Medium Priority issues may also be reported via <a href="mailto:CrimeViewSupport@TriTech.com">CrimeViewSupport@TriTech.com</a>.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>

Priority	Issue Definition	Response Time
Priority 5 – Low Priority	Normal Customer Service Hours Support; Cosmetic or Documentation errors, including Client technical questions or usability questions <ul style="list-style-type: none"> <li>• Provision of the current TriTech Desktop tutorial (digital format)</li> </ul>	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.  Low Priority issues may also be reported via <a href="mailto:CrimeViewSupport@TriTech.com">CrimeViewSupport@TriTech.com</a> .  Low Priority issues are not managed after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	No Critical Priority for CrimeView/FireView Desktop	Not applicable.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resume normal operations on the import system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the import system within 48 hours of the call being received.
Priority 3 – High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base.
Priority 4 – Medium Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

*Special Note #1:* Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. CrimeView/FireView Desktop
  - a. The Import Wizard continuously crashes when accessing the Import Wizard extension within ArcCatalog. This does not include ArcCatalog crashing on its own.

*Special Note #2:* Priority 4 – Medium Priority issues

1. Annual Updates
  - a. Clients are entitled to two (2) saved query updates annually.
    - i. The saved query updates are limited to the saved query groups included within the original application configuration and based on the original source field. Adding a new saved query group(s) or changing the source field will incur an additional cost.
  - b. Saved query updates are by client request when new query values are made available
2. Geocoding issue
  - a. Individual records are not geocoding, this does not include creating new address locators to the profile
3. The software updates include compatibility with ArcGIS releases but will not be compatible with ArcGIS Desktop 10.5 and beyond due to technical limitation



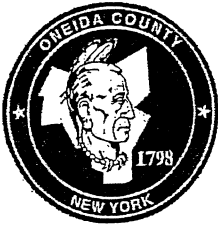
Not included in support:

- Change RMS/CAD vendor(s)
- RMS/CAD database schema updates (field length, type, size... table name change, etc....)
- Lookup table updates (code/description)
- Crystal Report updates
- GIS source file updates
- Geocoding rate enhancement
- Re-import of historical data
- Change the GIS format (Shapefile, Personal Geodatabase, File Geodatabase, ArcSDE Geodatabase, etc...) of the reference data or Import Wizard output data.
- Add/remove Import Wizard profile fields
- GIS editing
- Other source file integration
- Additional profiles

**ADDENDUM C**  
**SUBCONTRACTOR SUPPORT TERMS**

**NOT APPLICABLE**





## ONEIDA COUNTY DIVISION OF BUDGET

ANTHONY J. PICENTE, JR.  
County Executive

Thomas B. Keeler  
Budget Director  
TKeeler@ocgov.net

January 14, 2022

FN 20 22-158

Hon. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**PUBLIC SAFETY**

Dear County Executive Picente:

**WAYS & MEANS**

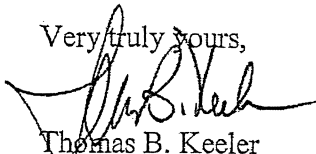
Oneida County was notified of the award of program funding to support the improved quality of representation and services from the NYS Office of Indigent Legal Services (OILS). This award is for the three-year distribution of funds for program support. Funds provide services through the office of the two Public Defenders, Criminal and Civil.

This grant award was for a period of three years, beginning January 1, 2019 through December 31, 2021. NYS Office of Indigent Legal Services has granted an extension to spend these grant funds through December 31, 2022. This grant was originally a renewal of Distribution #6. Funding for the three-year cycle is a total grant award of \$538,146. *There are no County Match dollars required.*

At this time, I respectfully request your approval of the extension to spend this grant, and if you agree, please forward to the Board of Legislators for action at the next regularly scheduled meeting.

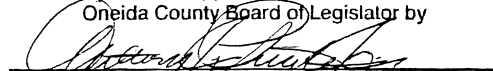
Thank you for your consideration.

Very truly yours,

  
Thomas B. Keeler  
Budget Director

Encl.

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 3-29-22

Oneida Co. Department: Budget

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

NYS Office of Indigent Legal Services  
A.E. Smith Building, 11<sup>th</sup> Floor  
80 South Swan Street  
Albany, New York 12210

**Title of Activity or Service:**

Indigent Defense Services

**Proposed Dates of Operation:**

January 1, 2016 to December 31, 2022  
*(Delineated by the contract as Distribution #9. This is an extension to Distribution #6 to extend the time. There is no change in funding.)*

**Client Population/Number to be Served:**

Oneida County residents

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** This award is granted for support for annual program initiatives in this state-mandated plan to provide legal representation for indigent parties.
- 2) **Program/Service Objectives and Outcomes:** Funds will be distributed to the Public Defender offices (Criminal and Civil) to support program staff expenses.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$538,146.00      **Account #** A1170, A1173

**Oneida County Dept. Funding Recommendation:** \$538,146.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This award contract was received late from NY State, requiring the within extension.

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):</p> <p><b>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</b></p>	<p>BUSINESS UNIT/DEPT. ID: <b>OLS01 1350200</b></p> <p><b>CONTRACT NUMBER: C900030</b></p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> <b>Multi-Year Agreement</b>  <input type="checkbox"/> Simplified Renewal Agreement  <input type="checkbox"/> Fixed Term Agreement</p>
<p><b>CONTRACTOR SFS PAYEE NAME:</b></p> <p><b>Oneida, County of</b></p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New  <input type="checkbox"/> Renewal  <input checked="" type="checkbox"/> <b>Amendment</b></p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p><b>Distribution #9</b></p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p><b>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 15-6000460 DUNS Number (if applicable):</b></p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Office of the Public Defender 250 Boehlert Center at Union Station 321 Main Street Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County Division of Budget 800 Park Avenue Utica, NY 13501-2926</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit  <input checked="" type="checkbox"/> <b>Municipality, Code: 300100000000</b>  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Individual  <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>





IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE AGENCY:

NYS Office of Indigent Legal Services

By: \_\_\_\_\_

Patricia J. Warth

Printed Name

Title: Director-Office of Indigent Legal Services

Date: \_\_\_\_\_

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

(N/A)

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NO-COST CONTRACT EXTENSION REQUEST LETTER  
FOR ILS *DISTRIBUTION #9* GRANT**

Date: 01/13/2022

Jennifer Colvin  
Manager of Grant Solicitation and Distribution  
NYS Office of Indigent Legal Services  
A. E. Smith Office Building, 11th Floor  
80 South Swan Street  
Albany, NY 12210

Re: No-cost Contract Extension Request, Distribution #9

**Contract Number: C900030**

**County: Oneida**

Dear Ms. Colvin:

The purpose of this letter is to request a no-cost contract extension of the completion date for the *Distribution #9* grant. According to the grant contract fully executed for this state funded project, all work and services were to have been completed by December 31, 2021. The County is respectfully requesting an extension of the completion date to:

December 31, 2022

The justification for this extension request is based upon the following:

Although the contract term for the preceding grant, C600030, began on Jan. 1, 2016, the contract was not approved until 2020.

It is agreed that all other provisions of our grant contract shall remain in full force and effect.

Sincerely,  
**Laura Brown**  
*Data Officer/Grant Manager*  
*Oneida County Public Defender, Criminal Division*  
*250 Boehlert Center*  
*321 Main Street*  
*Utica, NY 13501*  
*Telephone: (315) 793-6043*  
*Fax: (315) 798-6419*  
[lbrown@ocgov.net](mailto:lbrown@ocgov.net)



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.  
County Executive  
ce@ocgov.net

April 6, 2022

Gerald Fiorini, Chairman  
Board of Legislators  
County of Oneida  
800 Park Ave.  
Utica, New York 13501

FN 20 28-159  
PUBLIC SAFETY

Dear Chairman Fiorini,

WAYS & MEANS

The Oneida County Sheriff has requested the establishment of eight new full time Special Patrol Officers to secure County of Oneida properties on a full - time basis. Crime is on the rise throughout the County, and it is the County's fiduciary duty to protect all Oneida County Assets.

I realize that this is an expensive undertaking, but I believe it will be much cheaper in the long run should someone get shot on County owned property and the County is found negligent for not providing a secure and safe workspace.

I therefore respectfully request you submit this legislation to your Board of Legislators for their approval of the following **2022 supplemental appropriation for the General fund:**


**TO:**

<u>Account #</u>	<u>Description</u>	<u>Amount</u>
A3121.101	Salaries	\$ 440,960
A3121.295	Other Equipment	\$ 6,072
A3121.436	Uniforms and Clothing	\$ 5,728
A3121.4365	Body Armor	\$ 7,200
A4023.830	Social Security	\$ 33,733
A4023.840	Workers Compensation	\$ 12,347
A4023.850	Unemployment Insurance	\$ 1,102
	Total	<u>\$ 507,142</u>

These supplemental appropriations will be fully funded by:

A599/599 – Appropriated Fund Balance \$ 507,142

Sincerely,

  
Anthony J. Picente, Jr.  
County Executive

Anthony J. Picente Jr.  
Oneida County Executive



Amanda L. Cortese-Kolasz  
Commissioner of Personnel

**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

March 29, 2022

Hon. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 22-160  
**PUBLIC SAFETY**  
WAYS & MEANS

Dear County Executive Picente:

Attached for your review and approval is correspondence from Oneida County Sheriff, Robert M. Maciol, requesting the creation of eight (8) full time Special Patrol Officer positions at \$26.50 per hour.

As stated in Sheriff Maciol's letter, these positions will be used for security purposes at various County-owned buildings.

If you concur, I respectfully request that you forward this recommendation to the Board of Legislators for consideration at their next meeting. As always, I am available to address any questions or concerns that either you or the Board has regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz  
Commissioner of Personnel

Enclosures

cc: Sheriff  
County Attorney  
Budget

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 3-29-22

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

March 1, 2022

Amanda Cortese-Kolasz, Commissioner  
Oneida County Department of Personnel  
800 Park Ave., 6<sup>th</sup> Floor  
Utica, NY 13501

Re: MSD 222

Dear Commissioner Cortese-Kolasz:

Enclosed please find MSD 222 with regard to the creation of eight (8) Full time Special Patrol Officer positions. The special patrol officers will be used for security purposes at various County owned buildings.

If you have any questions or need further information, please do not hesitate to contact my office.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Maciol", written over a large, stylized flourish.

Robert M. Maciol  
Sheriff



**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495



Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

April 18, 2022

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York, 13501

FN 20 22-161

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office is requesting approval of a grant contract with the New York State Division of Criminal Justice Services which will enable the Sheriff's Office to purchase Livescan equipment. The grant award is in the amount of \$45,000 and requires \$15,000.00 from the County, totaling \$60,000. This grant is set to begin on January 1, 2022 and will expire December 31, 2022.

If you find the enclosed contract acceptable, I respectfully request that you forward it to the Board of Legislators for approval at their next meeting date.

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

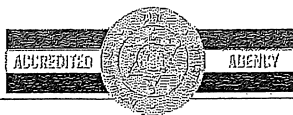
Robert M. Maciol  
Oneida County Sheriff



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 4/19/22



**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

**Oneida Co. Department: Sheriff's Office**

**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:** Grant for maintenance of Livescan equipment

**Proposed Dates of Operation:** January 1, 2022 to December 31, 2022

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

**1) Narrative Description of Proposed Services**

This grant will be used to maintain LiveScan equipment that was purchased in 2019.

**2) Program/Service Objectives and Outcomes:**

To ensure the system is in proper working order.

**3) Program Design and Staffing** N/A

**Total Contract Amount:** \$60,000.00

**Account #** A3120.295

**Total Oneida County Funding Requested:** \$15,000.00

**Oneida County Dept. Funding Recommendation:** \$15,000.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$45,000.00 State/ \$15,000.00  
matching funds from the County

**Cost Per Client Served:** NA

**Past Performance Data:** NA

**O.C. Department Staff Comments: NA**



<u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	<u>NYS COMPTROLLER'S NUMBER:</u> T662393 (Contract Number)  <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939	<u>TYPE OF PROGRAMS:</u> Livescan Equipment Program 2021 <u>DCJS NUMBERS:</u> <u>CFDA NUMBERS:</u>
<u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2022 TO 12/31/2022 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$45,000.00	<u>AMENDED CONTRACT PERIOD:</u> FROM TO <u>FUNDING AMOUNT FROM AMENDED PERIOD:</u>
<u>TRANSACTION TYPE:</u> New	<u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.
<u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000 <u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. <u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"></div> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u>  <div style="border: 1px solid black; padding: 5px; width: fit-content;">           Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.         </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A1 Master Grant Agreement & Program Specific Terms and Conditions <input checked="" type="checkbox"/> APPENDIX A2 Federally Funded Grants Special Conditions <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify)
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this MASTER GRANT on the dates of their signatures.	
<u>NYS Division of Criminal Justice Services</u> BY: , Date: Office of Program Development and Funding <u>State Agency Certification:</u> In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. <u>GRANTEE:</u> 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.

BY: Hon. Anthony J. Picente jr., County Executive      Date:

ATTORNEY GENERAL'S SIGNATURE <hr/> Title: <hr/> Date: <hr/>	APPROVED, Thomas P. DiNapoli, State Comptroller <hr/> Title: <hr/> Date: <hr/>
----------------------------------------------------------------------	--------------------------------------------------------------------------------------------

**Award Contract**

**Livescan Equipment Program 2021**

**Project No.**

**Grantee Name**

LS21-1015-E00

Oneida County

01/18/2022

**NEW YORK STATE**

**DIVISION OF CRIMINAL JUSTICE SERVICES**

**GRANT CONTRACT**

**APPENDIX A-1**

This Contract is hereby made by and between the State of New York acting by and through the New York State Division of Criminal Justice Services (DCJS or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of

program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable, and

**WHEREAS**, the Contractor is ready, willing, and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract,

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

## STATE 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 this Contract to the Contractor or to anyone else beyond funds appropriated and available for the Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or 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 the contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, 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 including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget 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 this Appendix in Section V(C).

**C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1
2. Modifications to the Face Page
3. Modifications to Appendix B, Appendix C and Appendix D
4. The Face Page
5. Appendix B, Appendix C and Appendix D
6. Modification to Appendix A-1
7. Other appendices, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Contract shall not exceed the amount specified as 'Funding Amount for Initial Period' 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 Contract shall not exceed the applicable amounts specified in the applicable Appendix B (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Program Workplan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). 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 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 this Appendix in Section V(C) herein.

**G. Governing Law:** This 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 Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof, provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**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 services, or

e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in this Appendix in Section V(A)(1).

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery 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 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 representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**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 Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of 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 Contract. The Contractor shall indemnify and

hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so 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 the 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 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 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:** Service performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions/1/:** 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.

*[1 - As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.]*

**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:** All of the Specific Federal requirements that are applicable to the Contract are identified in Appendix A-2 (Federally Funded Grants Special Conditions) hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal law, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Appendix A-2 (Federally Funded Grants Special Conditions) hereto.

## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Contract shall be specified on the Face Page, unless terminated sooner as provided herein.

### **B. Renewal:**

**1. General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

### **2. Renewal Notice to Not-for-Profit Contractors:**



a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstances.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

## C. Termination:

### 1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c) Non-Responsibility: In accordance with the provisions of 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 Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at 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 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 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 Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

## ***2. Notice of Termination:***

a) Service of notice: Written notice of termination shall be sent by:

- (i) personal messenger service, or
- (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery, or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

## ***3. Effect of Notice and Termination on State's Payment Obligations:***

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the state be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

#### ***4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, as its option, require:

a) the repayment to the State of any monies previously paid to the Contractor, or

b) the return of any real property or equipment purchased under the terms of the Contract, or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

### **III. PAYMENT AND REPORTING**

**A. Terms and Conditions:**

1. In full consideration of contract services to be performed, 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 approvals of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting) 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 this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

**B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting) and Appendix D (Program Workplan).
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 Appendix C (Payment and Reporting).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

### **C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable provisions of Appendix C (Payment and Reporting).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B (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 (iii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement provisions in Appendix C (Payment and Reporting), the Contractor shall comply with the following applicable provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Workplan).

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 Appendix D (Program Workplan).

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 Appendix D (Program Workplan).

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/2/: Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement/3/: Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement[4]: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement[5]: The State Agency shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contract as set forth in Appendix C (Payment and Reporting).

i) Fifth Quarter Payments[6]: 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.

*[2 - A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.]*

*[3 - Fee for Service is a rate established by the Contractor for a service or services rendered.]*

*[4 - Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.]*

*[5 - Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e., quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.]*

*[6 - 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.]*

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be

withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right to setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to 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 Contract is funded in whole or in part with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify person 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 service or lease the real or personal property covered by the Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.



**E. Refunds:** 1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Section V(A)(2).

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting) as applicable:

*(i) Narrative/Qualitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Program Workplan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Program Workplan).

b) If the Contract is Performance-Based, the Contractor shall provide the State Agency with the following reports as required by the following provisions and Appendix C (Payment and Reporting) and Appendix D (Program Workplan) as applicable:

(i) *Progress Reports*: 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 Appendix D (Program Workplan). Progress reports shall be submitted in a format prescribed in the Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting), 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 Appendix C (Payment and Reporting) and Appendix D (Program Workplan) as applicable, and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Appendix C (Payments and Reporting Schedule) and Appendix D (Program Workplan) as applicable.

## **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 Contractor of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury, an arrest or possible criminal activity that could impact the successful completion of this project, any destruction of property, significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

## **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. 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 Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the state, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor 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 for supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use of Material, Equipment, or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

**D. Property:** 1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

- a) If an item of Property required by the Contractor is available as surplus to the State, the State as its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
- b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.
- c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract and its own cost and expense. The Contractor shall procure and maintain insurance 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 Contract for a piece of Property owned by the Contractor shall not be allowed.
- f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract.

a) For cost-reimbursement contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of the most recent versions of the *DOJ Grants Financial Guide*.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### ***1. General:***

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all

Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements, itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed, and (ii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

**3. Federal Funds:** For records and audit provisions governing Federal funds, please see Appendix A-2 (Federally Funded Grants Special Conditions).

**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 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 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 and State Technology Law Section 208) and commencing March 21, 2020 shall also comply with General Business Law Section 899-bb.

## **G. Publicity:**

1. Publicity includes, but is not limited to: news conferences, new 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, presentation or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency, and



b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best effort to provide copies of any manuscripts arising from Contractor's performance under this 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 Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by 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 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 identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work, or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The

Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women, Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency, or (ii) a written agreement in excess of \$100,000 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 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 Comptroller 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 should be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1-5 of this Section IV(J), in every subcontract over

\$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract, or (ii) unemployment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State,
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended,
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request, and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such

employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers' Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to 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 Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a) to require updates or clarifications to the Questionnaire upon written request,

b) to inquire about information included in or required information omitted from the Questionnaire,

c) to require the Contractor to provide such information to the State within a reasonable timeframe, and

d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor, and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof, or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish 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 Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

**P. Consultant Disclosure Law:**<sup>[7]</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contact to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

*[7 - Not applicable to not-for-profit entities.]*

**Q. Wage and Hours Provisions:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**R. Admissibility of Reproduction of Contract:** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

## V. AGENCY SPECIFIC TERMS AND CONDITIONS

### A. Designees

1. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)

Office of Program Development and Funding

80 S. Swan St.

Albany, NY 12210

2. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1), refunds shall be submitted to:

NYS Division of Criminal Justice Services

Office of Financial Services, Grants Unit

80 S. Swan St.

Albany, NY 12210

3. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Contract.

### B. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

### **C. Budget Amendments**

Budget amendments for expenditure-based contracts are governed in accordance with Section I(B) of this Appendix and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

1. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

2. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in preceding paragraphs a. and b., including multiple budget modifications that cumulatively exceed the thresholds provided, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs a. or b., such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

### **3. Grant Amendment Request (GAR) for Performance-Based Contracts**



For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes and shall not exceed the total maximum award amount delineated in the Contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45-day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

#### **D. Time and Effort Reporting**

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this Contract, the Contractor 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.

#### **E. Space Rental**

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

#### **F. Employment of a Consultant**

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

1. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including

travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour 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.

2. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section V(G) (Procurement) presented below.

3. A Contractor who proposed to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall 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 shall 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 and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

4. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

## **G. Procurement**

All procurements 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).

1. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

2. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

a) If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

b) A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

c) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

d) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

3. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

4. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. 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. Further guidance may be obtained from DCJS.

5. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

## **H. Participation by Minority Group Members and Women with Respect to Grant Contracts: Requirements and Procedures (state-funded grants only)**

### **1. General Provisions**

a) The Division of 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 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 group members and women-owned business enterprises (MWBES). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be 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 V(H)(7) of this Appendix or enforcement proceedings as allowed by the Contract.

## 2. Contract Goals

a) For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which is specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Women's 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 the 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.

## 3. Equal Employment Opportunity (EEO)

a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by

the Division of Minority and Women's Business Development of the Department of Economics Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b) Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should 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.) above and Paragraph (e.) of this Section 3, which provides for relevant provisions of the Human Rights Law in every subcontract, in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

#### d) Workforce Employment Utilization Report

i. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a Contract has been awarded and during the term of the 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.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### 4. MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the Contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

## 5. Waivers

a) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

b) If 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, 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.

## 6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

## 7. Liquidated Damages - MWBE Participation

a) Where 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:

i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals, and

ii. 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 accessed 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 Women's 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.

#### 8. M/WBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

##### a) M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

ii. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

iii. 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.

iv. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to enhance their participation.

v. 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.

vi. Ensure that progress payments to M/WBEs are made on a timely basis so that financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

b) EEO

i. 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.

ii. 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 state.

iii. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

iv. 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.

v. This organization will include the provisions of sections (i) through (iv) 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 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.

## **I. Equipment Inventory**

Applicable equipment purchased with funds provided by this Contract as listed in Appendix B, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system 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 on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

## **J. Accounting and Audits**

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

2. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

3. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and 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.

4. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

5. Contractor 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.

6. This Contract 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 Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements, maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles, and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

### **K. Non-Compliance**

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. 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 Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

### **L. Program Income**

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the 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 Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

### **M. Lapsing Appropriations**

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.

#### **N. Refunds**

If at the end of this Contract there remains any unexpended balance of the monies advanced under this Contract in the possession of the Contractor, the Contractor 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 at the address in Section V(A)(2) of this Appendix with its final fiscal cost report by the last day of the month following the end of the Contract period.

#### **O. Limit on Overtime Earnings**

If Appendix B makes provisions for overtime payment, the Contractor shall 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 Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

#### **P. Subawards/Subcontractor**

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 in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all Subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any Subcontractor.

The Contractor agrees that all Subcontractor agreements shall be formalized in writing between the parties involved, and shall include at a minimum:

- \* Activities to be performed,
  
- \* Time schedule,
  
- \* Project policies,
  
- \* Other policies and procedures to be followed,
  
- \* Dollar limitation of the agreement,
  
- \* Appendix A-1, Appendix C, Certified Assurance for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension, and any special conditions set forth in Appendix D (Program Workplan) of the Contract, and
  
- \* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subawarded funds unless all expenditures by a Subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Appendix B.

#### **Q. Work Product Ownership and Distribution/DCJS Logo**

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said materials, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy

Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

## **R. Delayed Implementation**

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (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 Contractor will submit a second written report 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.

## **S. Changes at the Discretion of DCJS**

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

## **T. Non-Supplanting**

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to funds that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

## **U. SAFETNet**

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 county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate in the Upstate New York State Intelligence Center (UNYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence

Center (NY/NJ HIDTA RIC) as appropriate.

## **V. Compliance with New York State Policies and Standards**

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at:  
<http://www.its.ny.gov/tables/technologypolicyindex.htm>.

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

1. New York State Criminal Justice Electronic Biometric Transmission Standard
2. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases
3. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/advtech/ebts.pdf>

[http://criminaljustice.ny.gov/stdpractices/main\\_menu.htm](http://criminaljustice.ny.gov/stdpractices/main_menu.htm)

<http://www.criminaljustice.ny.gov/stdpractices/jj/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

## **W. IJPortal**

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) services as applicable.

## **X. DCJSContact Directory**

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form>.

## **Y. Incident-Based Reporting (IBR)/UCR Data Entry Interface**

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/crimenet/ojsa/crimereporting-ucr\\_refman/IJPortal-UCR-Data-Entry-Manual.pdf](http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf).

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall 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 shall 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 shall 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 online at: [http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic\\_violence\\_reporting\\_alert\\_5-08-08.pdf](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.

## **Z. Publications**

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State 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.'

## **AA. Sexual Harassment Prevention Policy Certification**

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-I, bidders responding to a competitively bid Request for Proposal (RFP) must certify that by submission of their 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 its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award, provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at <https://www.criminaljustice.ny.gov/ofpa/applcmtgrntfrms.html> and is required from grantees as part of the submission in the applicable state grants management system.

## **VI. PROGRAM SPECIFIC TERMS AND CONDITIONS:**

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

### **Aid to Crime Labs Program**

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially effecting the integrity of the forensic results committed by employees or subcontractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a subcontractor that the subcontractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the subcontractor and to agree all of the subcontractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the integrity to forensic results committed by employees of the subcontractor. The contractor further agrees to require as a part of any agreement with a subcontractor that the subcontractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

### **County Re-entry Task Force (CRTFs)**

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the

county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

### **Crimes Against Revenue Program (CARP)**

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

### **Gun Involved Violence Elimination (GIVE) Initiative**

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE guidance documents.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the NY SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the

incidence of violent crime within a jurisdiction.

Participating police departments will develop written protocols detailing established procedures to notify the NY SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

### **Motor Vehicle Theft and Insurance Fraud (MVTIF) Program**

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation

### **New York State Defenders Association (NYSDA)**

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any client.

10/31/19 VERSION II.

Certified by - on

**Award Contract**

**Livescan Equipment Program 2021**

**Project No.**

**Grantee Name**

LS21-1015-E00

Oneida County

01/18/2022

**APPENDIX A-2, FEDERALLY FUNDED GRANTS SPECIAL CONDITIONS**

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**Federal Award Special Conditions Applicable to All Contractors - Section 1**

**1. Requirements of the award, remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance

also is a material requirement of the award. Compliance with any assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the Contractor, the authorized Contractor official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized Contractor official.

Failure to comply with any one or more of these award requirements - whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs (OJP) or Office on Violence Against Women (OVW), as applicable, taking appropriate action with respect to the Contractor and the award. Among other things, the OJP/OVW may withhold award funds, disallowing costs, or suspend or terminate the award. The U.S. Department of Justice ('DOJ'), including OJP/OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

## **2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in the United States Code of Federal Regulations (CFR) found at C.F.R. Part 200, as adopted and supplemented by Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the 'Part 200 Uniform Requirements') apply to this FY 20xx award from the Office of Justice Programs (OJP) or Office on Violence Against Women (OVW), as applicable.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 20xx award supplements funds previously awarded by OJP/OVW under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 20xx award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ('subgrants'), see the OJP website at:

<https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Contractor must retain - typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies - and to which the Contractor must provide access, include performance measurement information in addition to the financial records, supporting documents, indicated at 2 C.F.R. 200.333. The Contractor agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final expenditure report or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

In the event that a grant related question arises from documents or other materials prepared or distributed by DOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Contractor is to contact DCJS promptly for clarification.

### **3. Compliance with DOJ Grants Financial Guide**

Reference to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the 'DOJ Grants Financial Guide' available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The Contractor agrees to comply with the DOJ Grants Financial Guide.

### **4. Reclassification of various statutory provisions to a new Title 34 of the United State Code**

On September 2, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially to a new Title 34, entitled 'Crime Control and Law Enforcement'. The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34. This rule of construction specifically includes through award conditions, and references set out in other award requirements.

### **5. Requirements related to 'de minimis' indirect cost rate**

A Contractor that is eligible under the Part 200 Uniform Requirements and other applicable laws to use the 'de minimis' indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the 'de minimis' indirect cost

rate, must advise DCJS in writing to both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The 'de minimis' rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## **6. Requirements related to System for Award Management and Universal Identifier**

The Contractor must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the Contractor's obligations related to SAM and to unique entity identifiers are posted on the OJP website at <https://ojp.gov/funding/Explore.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## **7. Employment eligibility verification for hiring under the award**

The Contractor must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

The details of the Contractor's obligations under this condition are posted on the OJP website at: <https://www.ojp.gov/funding/Explore/LegalOverview2019> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Employment eligibility verification for hiring under award), and are incorporated by reference here.

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to DCJS, before award acceptance.



## **8. Requirements to report actual or imminent breach of personally identifiable information (PII)**

The Contractor must have written procedures in place to respond in the event of an actual or imminent 'breach' (OMB M-17-12) if it (or a Subcontractor) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of 'personally identifiable information (PII)' (2 C.F.R. 200.79) within the scope of an OJP/OVW grant funded program or activity, or (2) uses or operates a 'Federal information system' (OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP/OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## **9. All subawards ('subgrants') must have specific federal authorizations**

The Contractor must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that - for purposes of federal grants administrative requirements - OJP considers a 'subaward' (and therefore does not consider a procurement 'contract').

The details of the requirement for authorization of any subaward are posted on the OJP website at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ('subgrants') must have specific federal authorization), and are incorporated by reference here.

## **10. Specific post award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000**

The Contractor must comply with all applicable requirements to obtain specific advance approvals to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently \$250,000). This condition applies to agreements that - for purposes of federal grants administrative requirements - OJP considers a procurement 'contract' (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## **11. Unreasonable restrictions on competition under the award, association with federal government**

No Contractor may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an 'associate of the federal government' (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

The details of the Contractor's obligations under this condition are posted on the OJP website at: <https://www.ojp.gov/funding/Explore/LegalOverview2019> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award conditions: Unreasonable restrictions on competition under the award, association with federal government), and are incorporated by reference here.

## **12. Requirements pertaining to prohibited conduct related to trafficking in persons (including requirements and OJP/OVW authority to terminate award)**

The Contractor must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Contractor, or individuals defined (for purposes of this condition) as 'employees' of the Contractor.

The details of the Contractor's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and on the OVW website <https://www.justice.gov/ovw/award-conditions> (Award condition: Prohibited conduct by Contractors related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## **13. Determination of suitability to interact with participating minors**

SCOPE. This condition applies to this award if it is indicated - in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The Contractor must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at: <https://ojp.gov/funding/Explore/Interact-Minors.htm> and on the OVW website at <https://www.justice.gov/ovw/award-condition> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating

minors), and are incorporated by reference here.

#### **14. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The Contractor must comply with all applicable laws, regulations, policies and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of 'Postaward Requirements' in the '2015 DOJ Grants Financial Guide').

#### **15. Training Guiding Principles**

Any training or training materials that the Contractor develops or delivers with these funds must adhere to the Training Guiding Principles for Grantees and Subgrantees, available at:

OJP - <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>

OVW - <https://www.justice.gov/ovw/grantees#Resources>

#### **16. Effect of failure to address audit issues**

The Contractor understands and agrees that DCJS may withhold award funds, or may impose other related requirements, if (as determined by the DCJS or the DOJ awarding agency) the Contractor does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

#### **17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

#### **18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54**

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 54 which relates to nondiscrimination on the basis of sex in certain 'education programs'.

#### **19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Contractor organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Contractors that are faith-based or religious organizations.

The text of the regulation, now entitled 'Partnerships with Faith-Based and Other Neighborhood Organizations', is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR 'current' data.

#### **20. Restrictions on 'lobbying'**

In general, as a matter of federal law, federal funds awarded by OJP/OVW may not be used by the Contractor, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

(There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law. For example, the Contractor may use OVW federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and

implement policies and develop and promote state, local or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program).

Another federal law generally prohibits federal funds awarded by OJP/OVW from being used by the Contractor to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by the Contractor would or might fall within the scope of these prohibitions, the Contractor is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS.

## **21. Compliance with general appropriations-law restrictions on the use of federal funds (FY 20xx)**

The Contractor must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various 'general provisions' in the Consolidated Appropriations Act, 20xx, are set out at: <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm> and on the OVW website <https://www.justice.gov/ovw/award-conditions> (Award conditions: General appropriations-law restrictions on use of federal award funds) and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Contractor would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS.

## **22. Reporting potential fraud, waste, and abuse, and similar misconduct**

The Contractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award - (1) submitted a claim that violates the False Claims Act, or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530, (2) e-mail to:

oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at 800-869-4499 (phone) or 202-616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

### **23. Restrictions and certifications regarding non-disclosure agreements and related matters**

No Contractor under this grant or entity that receives a procurement contract or subcontract with any funds under this grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this grant, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this grant, the Contractor-

a. represents that it neither requires nor has required internal confidentiality agreement or statements for employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above, and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Contractor does or is authorized under this grant to make subgrants, procurement contracts, or both-

a. it represents that-

1) it has determined that no other entity that the Contractor's application proposes may or will receive grant funds (whether through a subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above, and

2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and

b. it certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written notification to DCJS and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

#### **24. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal, notice to employees)**

The Contractor must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Contractor also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Contractor is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

#### **25. Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, 'Federal Leadership on Reducing Text Messaging While Driving', 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Contractors to adopt and enforce policies banning employees from texting while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## **26. Consultant compensation rates**

The Contractor acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, Contractors must submit to DCJS a detailed justification and have such justification approved by DCJS, prior to obligation or expenditure of such funds.

Issuance of this award or approval of the award budget does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Contractors are required to maintain documentation to support all daily or hourly consultant rates.

## **27. Requirement for data on performance and effectiveness under the grant**

The Contractor must collect and maintain data that measure the performance and effectiveness of work under this grant. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## **28. Compliance with National Environmental Policy Act and related statutes**

Upon request, the Contractor must assist DOJ Bureau of Justice Assistance (BJA) in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the Contractor or by a subgrantee. Accordingly, the Contractor agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the Contractor agrees to contact BJA.

The Contractor understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Contractor, a subgrantee, or any third party, and the activity needs to be undertaken in order to use these grant funds, this condition must first be met. The activities covered by this condition are:

1. New construction;
2. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area,



including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register for Historic Places;

3. A renovation, lease, or any proposed use of a building or facility that will either

a. result in a change in its basic prior use or

b. significantly change its size;

4. Implementation of a new program involving the use of chemicals other than chemicals that are

a. purchased as an incidental component of a funded activity and

b. traditionally used, for example, in office, household, recreational, or education environments, and

5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Contractor understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The Contractor further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Contractor's Existing Programs or Activities: For any of the Contractor's existing programs or activities that will be funded by these grant funds, the contractor, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

## **29. FFATA reporting: Subawards and executive compensation**

DCJS must comply with applicable requirements to report Contractor awards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of

the Contractor. The details DCJS obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at: <https://ojp.gov/funding/Explore/FFATA.htm> and on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## **Program-Specific Federal Award Conditions - Section 2**

30. The following terms and conditions apply only to the Contractors receiving federal funds under the identified program:

### **Edward Byrne Memorial Justice Assistance Grant (Byrne JAG) - Section 2.1**

*Justice Information Sharing* - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the Contractor must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. The Contractor shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/fsp\\_grantcondition](https://it.ojp.gov/fsp_grantcondition). The Contractor shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide justification for why an alternative approach is recommended.

*Avoidance of duplication of networks* - To avoid duplication existing networks or information technology (IT) systems in any initiatives funded by this grant for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Contractor can demonstrate to the satisfaction of DCJS that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

*Compliance with 28 C.F.R. Part 23* - With respect to any information technology system funded or supported by funds under this award, the Contractor must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the Contractor may be fined as per 42 U.S.C. 3789g(c)-(d). The Contractor may not satisfy such a fine with federal funds.

*Protection of human research subjects* - Within 120 days of award acceptance, each current member of a law enforcement task force funded with grant funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this grant, or once every four years if multiple OJP grants include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The 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. If grant funds are used to support a task force, the Contractor must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's website and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

*Required attendance at BJA-sponsored events* - The Contractor must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

*Prohibition on use of award funds for match under BVP program* - 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 DOJ Bulletproof Vest Partnership (BVP) program.

*Certification of body armor 'mandatory wear' policies* - The Contractor agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this grant have a written 'mandatory wear' policy in effect. This policy must be in place for at least all uniformed officers before any funds may be used by any agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

*Body armor - compliance with NIJ standards* - Ballistic-resistance and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://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: <https://nij.gov/topics/technology/bodyarmor/pages/safety-initiative.aspx>.

*Required data on law enforcement agency training* - Any law enforcement agency receiving funding from this JAG grant must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

*Prohibited Expenditures List* - Grant funds may not be used for items that are listed on the Prohibited

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 acquisitions are set out at <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

*Controlled expenditures - incident reporting* - If an agency uses grant funds to purchase or acquire any item on the Controlled Expenditure List as the time of purchase or acquisition, including at the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source, and the agency must make that information available to BJA upon request. Details about what information must be collected and retained are set out at <https://ojp.gov/docs/LEEquipment-WG-Final-Report.pdf>.

*Sale of items on Controlled Expenditure List* - Notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with grant funds may be transferred or sold to the 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 BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were 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 grant.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this grant 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 BJA. 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.

The Contractor must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with grant funds, and must abide by any applicable law (including regulations) in such disposal.

*Prohibited or controlled expenditures - Effect of failure to comply* - Failure to comply with a grant condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

*Controlled expenditures - Standards* - Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with grant funds must adopt robust and specific written policies and protocols governing General Policies Standards and Specific Controlled Equipment Standards. General Policing Standards include policies on (a) Community Policing, (b) Constitutional Policing, and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment, (b) Supervision of Use, (c) Effectiveness Evaluation, (d) Auditing and Accountability, and (e) Transparency and Notice Considerations. Upon OJP's request, the Contractor must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

*Use of funds for DNA testing, upload of DNA profiles* - If grant funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ('CODIS', the DNA database operated by the FIB) by a government DNA laboratory with access to CODIS. No profiles generated under this grant may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Grant funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

*Investigations of Clandestine Methamphetamine Laboratories* - No monies from this award or the accompanying match may be obligated to support the investigations, 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.

*Confidentiality of data* - The Contractor must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.

### **Paul Coverdell Forensic Sciences Improvement Grant (Coverdell) - Section 2.2**

*Generally Accepted Laboratory Practices* - The Contractor shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies. External Investigations. The Contractor shall ensure that requirements associated with 34 U.S.C. section 10562(4) (which relate to process in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office) that will receive any portion of the award either is accredited, or will use a portion of this award to prepare and apply for accreditation. The Contractor shall ensure that for any sub-award it makes under this award, it will require in a legally-binding and enforceable writing, such as the sub-award documentation (for example, sub-award terms and conditions), that its subrecipient: 1) if accredited, must continue to demonstrate such accreditation as a condition of receiving or using the sub-award funds, or 2) if not accredited, must use the sub-award funds to prepare and apply for accreditation. The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Forensic Science

Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding that NIJ will consider to be acceptable documentation of accreditation. The Contractor is to contact the NIJ grant manager for clarification or guidance if it should have any question as to what constitutes proper accreditation for the purposes of the Coverdell program. Award funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that NIJ determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient. The Contractor agrees to notify NIJ promptly upon any change in the accreditation status of any forensic science laboratory or forensic laboratory system that receives funding under this award.

*Use of Funds, No Research* - Funds provided under this award shall be used for the purposes and types of expenses set forth in the solicitation. Funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities. Use of award funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the NIJ grant manager prior to incurring the expense or commencing the activity in question.

Performance Measures. To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this award is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test result to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the end of grant period), if applicable to the award, and (3) the number of forensic science or medical examiner/coroner's office personnel who completed appropriate training or educational opportunities with these Coverdell funds, if applicable to the award. Contractors are required to collect and report data relevant to these measures.

The Contractor understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The Contractor further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit. The Contractor understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The Contractor further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the solicitation. The Contractor understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The Contractor further understands and expended within ninety (90) days of the end of the award period must be returned to OJP.

The Contractor understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its methods of

allocating fees receives for such services to program income. Notice must be provided in writing to the NIJ grant manager for the award within ten (10) business days of implementation of the change.

The Contractor acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, NIJ assumes that Contractors (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The Contractor shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award, (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral. Should the project period for this award be extended, the Contractor shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the Contractor shall submit the required information as to any period not covered by prior reports as part of its final report. The Contractor understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

*Copyright, Data Right* - The Contractor acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or sub-award, and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. 'Data' includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General). It is the responsibility of the Contractor (and of each subrecipient, if applicable) to ensure that this condition is included in any sub-award under this award. The Contractor has the responsibility to obtain from subrecipients and subcontractors (if any) all rights and data necessary to fulfill the Contractor's obligations to the Government under this award. If a proposed sub-recipient or subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

To assist in information sharing, the Contractor shall provide the NIJ grant manager with a copy of publications (including the prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the Contractor for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press release and newsletters - whether published at the Contractor's or government's expense, shall contain the following statement: 'This project was supported by

Award No. \_\_\_\_, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice.' This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

### **John R. Justice Prosecutors and Defenders Incentive Act - Section 2.3**

By accepting this award, the Contractor agrees to abide by and comport with all requirements, applicable definitions, and conditions of the authorizing statute (34 U.S.C. 10671) and any related regulations or other guidance promulgated by the Department of Justice.

Subawards using these funds shall be made to lending institutions holding qualifying loans and may not be made directly to an individual beneficiary. No JRJ funds may be applied to repay a loan described in 42 U.S.C. §3797cc-21(b)(3)(B).

Contractors agree to cooperate with BJA in requiring that all current fiscal year beneficiaries of JRJ funds execute the John R. Justice Student Loan Repayment Program (JRJLRP) Service Agreement, Secondary Service Agreements, as well as any addenda and associated documentation thereto. As part of this responsibility, Contractors will be required, on a schedule to be determined by BJA, to both: (1) collect said documentation for each individual JRJ beneficiary in their State, and (2) submit to BJA the compiled record of all documents collected under sub. (1) by uploading the same into OMS (or in a manner otherwise prescribed by BJA).

In selecting individual beneficiaries, Contractors agree to give priority consideration to those individuals who have an ongoing John R. Justice Loan Repayment Program (JRJLRP) Service Agreement obligation at the time of selection. The Contractor will only re-select individuals whom the Contractor reasonably believes will continue to maintain their eligibility to receive JRJ benefits.

Contractors agree to cooperate with BJA by annually assessing, through engagement with prosecutor and public defender offices, the impact of the John R. Justice Grant Program on the recruitment and retention of prosecutors and public defenders in the state or territory. This may be accomplished qualitatively, through surveys, leader interviews, a focus group or other methods. As part of their responsibility, Contractors will be required, on a schedule to be determined by BJA, to submit to BJA a copy of the impact assessment(s) by uploading the same into OMS (or in a manner otherwise prescribed by BJA).

*Confidentiality of data* - The Contractor must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.



The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

The Contractor agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and website content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Contractor's or government's expense, shall contain the following statements: 'This project was supported by Grant No. 2019-J2-BX-0005 awarded by the Bureau of Justice Assistance, the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.' The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

**National Criminal History Improvement Program (NCHIP) & NICS Act Record Improvement Program (NARIP) - Section 2.4**

Contractor agrees that AFIS (Automated Fingerprint Identification System) equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard, 'Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information' (ANSI/NIST-ITL 1-2007 Part I) and other reporting standards of the FBI.

Contractor agrees that criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds will be compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.

Protective order systems developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the Contractor must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;

- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio-visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) cost of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators, and
- 14) any other costs associated with the event.

The Contractor must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported. Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Contractor at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (A Contractor may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

The value or amount of any 'non-federal share', 'match', or cost-sharing contribution incorporated into the OJP OCFO-approved budget for this award is part of the 'project cost' for purposes of the Part 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the OJP-approved budget that are provided as 'match' or through 'cost-sharing'.

### **Residential Substance Abuse Treatment for State Prisoners (RSAT) - Section 2.5**

The Contractor agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and website content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Contractor's or government's expense, shall contain the following statements: 'This project was supported by Grant No. 2019-J2-BX-0005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.' The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Contractor at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at any agency with a Certified SES Performance Appraisal System for that year. (A Contractor may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

### **Sexual Assault Services Formula Program (SASP) & Violence Against Women Formula Grant (VAWA) - Section 2.6**

#### **Sexual Assault Services Formula Program (SASP) - Special Conditions of SASP Awards - Section 2.6.1**

*Use of funds for direct intervention and related assistance* - The Contractor agrees that funds will only be used for the provision of direct intervention and related assistance to victims of sexual violence and their family and household members, including 24-hour crisis line services, medical and criminal justice/civil legal accompaniment, advocacy, and short-term individual and group support counseling. Funds cannot be used towards prevention education efforts, projects focused on training allied professionals and/or communities, or the establishment or maintenance of Sexual Assault Response Teams.

## **Violence Against Women Formula Grant (VAWA) - Special Conditions for VAWA Awards - Section 2.6.2**

*Ongoing compliance with statutory certifications* - The Contractor agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the Contractor's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. §10449(e) (regarding judicial notification), 34 U.S.C. §10450 (regarding certain fees and costs), and 34 U.S.C. §10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination of suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

*Requirements for Contractors providing legal assistance* - The Contractor agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the Contractor. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population, or (B)(i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide, (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim services provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials, (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The Contractor also agrees to ensure that any subrecipient ('subgrantee') at any tier will comply with this condition.

Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence.

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

## **Sexual Assault Services Formula Program (SASP) & Violence Against Women Formula Grant (VAWA) - Conditions Applicable to both SASP & VAWA Awards - Section 2.6.3**

*Availability of general terms and conditions on OVW website* - The Contractor agrees to follow the applicable

set of general terms and conditions that are available at: <https://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in this award document.

*Compliance with statutory and regulatory requirements* - The Contractor agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

*VAWA 2013 nondiscrimination condition* - The Contractor acknowledges that 34 U.S.C. §12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discrimination against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipient ('subgrantees') at any tier will comply with this provision.

*Misuse of award funds* - The Contractor understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

*Confidentiality and information sharing* - The Contractor agrees to comply with the provisions of 34 U.S.C. §12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 C.F.R. 90.4(b) and 'Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. §12291(b)(2))' on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs.grantees>. The recipient also agrees to ensure that all subrecipients ('subgrantees') at any tier meet these requirements.

*Activities that compromise victim safety and recovery or undermine offender accountability* - The Contractor agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims, project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing, or any other activities outlined in the solicitation under which the approved application was submitted.

*Subcontractor product monitoring* - The Contractor agrees to monitor subcontractors to ensure that materials

and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

*Copyrighted works* - Pursuant to 2 C.F.R. 200.315(b), the Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a Contractor, for federal purposes, and to authorize others to do so.

In addition, the Contractor (or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work, or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the Contractor (and of each subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

*Publication disclaimer* - The Contractor agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: 'This project was supported by Grant No. awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice.' The Contractor also agrees to ensure that any subrecipient at any tier will comply with this condition.

*Publication disclaimer for SAS Formula subrecipients and VAWA Stop Formula* - The Contractor agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: 'This project was supported by Subgrant No. awarded by the state administering office of the Office on Violence Against Women, U.S. Department of Justice's SAS Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice.'

*Contractor program income* - Program income, as defined by 2 C.F.R. 200.80, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without the prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, Contractors must seek approval from DCJS prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by DCJS must be reported by the Contractor to DCJS so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases and decreases) during the project period, DCJS must provide

approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both DCJS and the Contractor.

### **Coronavirus Emergency Supplemental Funding Program (CESF) - Section 2.7**

The 'Emergency Appropriations for Coronavirus Health Response and Agency Operations' law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.

*Justice Information Sharing* - Recipients are encouraged to comply any information-sharing projects under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document approaches to information sharing and describe compliance with GSP and appropriate privacy policy that protects shared information.

*Avoidance of duplication of networks* - To avoid duplicating existing networks or IT systems in any initiatives funded by this grant for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

*Expenditure requiring prior approval* - No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

Nothing in the award special conditions shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to 'supplant' State or local funds.

*Use of funds for DNA testing, upload of DNA profiles* - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ('CODIS', the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this grant may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

*Body armor - compliance with NIJ standards and other requirements* - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/bodyarmor/pages/safety-initaitives.aspx>.

### **Victims of Crime Act (VOCA) awards - Section 2.8**

The recipient, and any subrecipient ('subgrantee') at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO) and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.

### **VOCA Requirements**

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 201.03(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victims assistance 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.



Demographic Data

The recipient assures that its subrecipient will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

The recipient agrees to submit (and, as necessary, require subrecipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funds will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY2017, are available until the end of FY 2020).

Certified by - on

Award Contract

**Livescan Equipment Program 2021**

**Project No.**

**Grantee Name**

LS21-1015-E00

Oneida County

01/18/2022

**APPENDIX B - Budget Summary by Participant**

Oneida County

Oneida County Sheriffs Office - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Livescan System	3	\$20,000.00	\$60,000.00	\$45,000.00	\$15,000.00
Justification: We are requesting \$45,000 for replacing 3 Livescan machines and would supply the remaining \$31,800 through our annual budget. This price includes Livescan system software with NY RICI/CAPS TPE customization, client workstation processing station (computer, monitor, and keyboard), Tenprint/Palmprint scanner, mugshot camera and software, signature pad, power supply, and as well as on-site installation and training, 1 year warranty, and shipping. It also includes data migration and a 1 year subscription to NY RICI/CAPS TPE Identity Services Platform.						
Total				\$60,000.00	\$45,000.00	\$15,000.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$60,000.00	\$45,000.00	\$15,000.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$60,000.00	\$45,000.00	\$15,000.00

**Award Contract****Livescan Equipment Program 2021****Project No.****Grantee Name**

LS21-1015-E00

Oneida County

01/18/2022

**APPENDIX C, PAYMENT AND REPORTING****III. Payment and Reporting Provisions****For All Grantees:**

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required 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.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applcngntfrms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in Appendix D. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

NYS Division of Criminal Justice Services  
Office of Financial Services, Grants Unit  
80 So. Swan St.  
Albany, NY 12210

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor 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 interest.

Certified by - on

**Award Contract**

**Livescan Equipment Program 2021**

**Project No.**

**Grantee Name**

01/18/2022

LS21-1015-E00

Oneida County

**APPENDIX D - Work Plan**

**Goal**

To enhance the Oneida County Sheriff's Office's response to the needs of the community through the acquisition of Livescan equipment.

**Objective #1**

Reflective of the award purpose, the Oneida County Sheriff's Office will identify the Livescan equipment to be acquired, research costs, purchase, receive and install the Livescans or upgrades by the end of the contract period.

**Task #1 for Objective #1**

Within the first three months of the contract period, the grantee will obtain quotes and identify a vendor based upon appropriate procurement policies and procedures.

**# Performance Measure**

- 1 Provide the accepted quote for the Livescan(s) or upgrades to be ordered by upload as an attachment in GMS.

**Task #2 for Objective #1**

On or before the end of the second quarter, the grantee will work with the chosen vendor to order the selected equipment.

**# Performance Measure**

- 1 Provide the description of the Livescan(s) or upgrades to be ordered, outlining how it meets DCSJ standards.
- 2 Provide the date the Livescan(s) or upgrades were ordered.

**Task #3 for Objective #1**

By the end of the contract period, the grantee will have all Livescan(s) or upgrades installed and operational.

**# Performance Measure**

- 1 Provide the date(s) and location(s) of installation for each Livescan unit or upgrade.
- 2 Indicate the date the Equipment Inventory Report (EIR) module was completed in GMS.
- 3 Provide a brief narrative describing your agencies plan to institutionalize the Livescan program when DCJS funds are no longer available.

**Award Contract**

**Livescan Equipment Program 2021**

**Project No.**

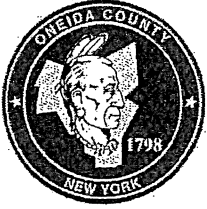
**Grantee Name**

LS21-1015-E00

Oneida County

01/18/2022

**Additional Special Conditions**



ONEIDA COUNTY  
 DEPARTMENT OF MENTAL HEALTH  
 120 Airline Street, Suite 200  
 Oriskany, NY 13424  
 Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.  
 County Executive  
 ASHLEE L. THOMPSON  
 Commissioner

FN 20 22-162

March 7, 2022

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 **2022 Purchase of Service Agreement** between the Oneida County Department of Mental Health and both **Mohawk Valley Health System** and **Mohawk Valley Health System Foundation** for your review and signature.

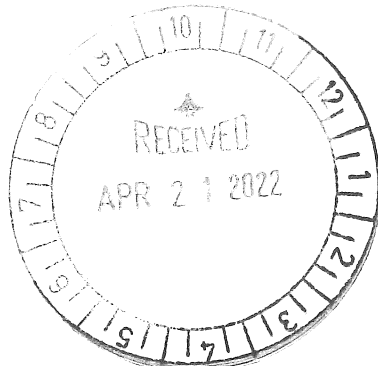
The Agreement begins on **January 1, 2022 and ends on December 31, 2023**. The funding amount for the two-year Agreement will be **\$170,329.00**. This amount reflects **100%** funding received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program. The funds received by OCDMH from DSRIP have been used to create an Innovation Fund. Mohawk Valley Health System and Mohawk Valley Health System Foundation have been awarded a grant from the Innovation Fund in order to create a Psychiatry Residency to expand its Graduate Medical Education Program, helping to address the lack of mental health providers in the county.

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,

*Ashlee Thompson*  
 Ashlee L. Thompson, MHA, MEd., Master CASAC  
 Commissioner of Mental Health

AT/jh  
 Encs.



Reviewed and Approved for submittal to the  
 Oneida County Board of Legislator by  
*Anthony J. Picente, Jr.*  
 Anthony J. Picente, Jr.  
 County Executive  
 Date 4-21-22

Oneida Co. Department: MENTAL HEALTH

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Mohawk Valley Health System &  
Mohawk Valley Health System Foundation  
1676 Sunset Avenue  
Utica, NY 13502

**Title of Activity or Service:** OCDMH Innovation & Improvement Fund Award:  
**Graduate Medical Education Program Expansion  
(Psychiatry Residency)**

**Proposed Dates of Operation:** January 1, 2022 through December 31, 2023

**Client Population/Number to be Served:** Oneida County residents with mental health and substance use disorders.

**Summary Statements**

**1) Narrative Description of Proposed Service:**

- a. Create a Psychiatry Residency to expand its Graduate Medical Education Program, helping to address the lack of mental health providers in the county, a well-documented need, by increasing the number of psychiatrists in the region to provide mental health and substance use disorder services in the community. Provider Agency intends to build a collaborative model of graduate medical education to best meet the needs of both psychiatry residents and patients.

**2) Program/Service Objectives and Outcomes:**

- a. The goal of this project is to address the mental health needs of our community's underserved populations by recruiting, training, and retaining more physicians to the Mohawk Valley and Central New York region. MVHS expects to enroll four psychiatry residents annually, with 16 total enrolled concurrently. With the addition of 16 residents and at least two additional board certified faculty members, the capacity of MVHS to serve patients with mental health concerns in the greater community will increase by a minimum of 400%.

**3) Program Design and Staffing**

- a. MVHS has begun the process to become accredited for psychiatry by the Accreditation Council for Graduate Medical Education (ACGME). Upon successful accreditation, MVHS will register its four openings with the National Residency Matching Program (NRMP). Medical students will apply for the openings through NRMP. MVHS expects to enroll first psychiatry residents in 2022. Curriculum for the Psychiatry Residency program will

include cultural competency training and training on the integration of behavioral health in the clinical setting. Psychiatry residents will receive medication assisted treatment (MAT) training, helping to increase the number of physicians willing to administer MAT. When fully established, MVHS expects to enroll four psychiatry residents annually, with 16 total enrolled concurrently. As those residents progress through the program, they will have increased responsibility for evaluating and treating patients for mental health conditions, including clinical rotations at community-based sites. Staff to be funded under this agreement include:

- i. **Program Director, MD level, 0.3 FTE**
- ii. **Associate Program Director/Core Faculty #1, 0.2 FTE**
- iii. **Core Faculty #2, PhD level, 0.2 FTE**
- iv. **Core Faculty #3, MD level, 0.2 FTE**
- v. **Core Faculty #4, MD level, 0.2 FTE**
- vi. **Core Faculty #5, MD level, 0.2 FTE**
- vii. **Program Coordinator, 0.5 FTE**

**Total Funding Requested:** \$170,329.00

**Account #:** A4310.495147

**Oneida County Dept. Funding Recommendation:** \$170,329.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100% NYS DSRIP Funding

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

**Mandated Service:** N/A

## AGREEMENT

THIS AGREEMENT among **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 **Mohawk Valley Health System Foundation**, and **Mohawk Valley Health System**, each a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having their principal offices located at 1676 Sunset Avenue, Utica, New York 13502, hereinafter collectively referred to as the “Provider Agency.”

### WITNESSETH:

WHEREAS, the County seeks to utilize funds received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program, to expand behavioral health services for the citizens and residents of Oneida County; and

WHEREAS, the County has established the 2021 Innovation & Improvement Fund (RFP #2021-298), launched in May 2021 and closed in October 2021, to solicit proposals from community based organizations that address local priorities, service gaps, and needs in the areas of Mental Health, Substance Use, and Intellectual and Developmental Disability; and

WHEREAS, the County received a total of 14 full proposal submissions, totaling more than \$2 million in requests, and has selected to award six organizations, including the Provider Agency listed above;

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

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, 2022 through December 31, 2023 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
  - a. Create a Psychiatry Residency to expand its Graduate Medical Education Program, helping to address the lack of mental health providers in the county, a well-documented need, by increasing the number of psychiatrists in the region to provide mental health and substance use disorder services in the community. Provider Agency intends to build a collaborative model of graduate medical education to best meet the needs of both psychiatry residents and patients.



- i. Mohawk Valley Health System (MVHS) will become accredited for psychiatry by the Accreditation Council for Graduate Medical Education (ACGME), a rigorous process with well-defined program requirements.
    - ii. Upon successful accreditation, MVHS will register its four openings with the National Residency Match Program (NRMP). Medical students will apply for the openings through NRMP.
    - iii. MVHS expects to enroll 4 psychiatry residents annually, with 16 total enrolled concurrently. With the addition of 16 residents and at least two additional board certified faculty members, the capacity of MVHS to serve patients with mental health concerns in the greater community will increase by a minimum of 400%.
    - iv. MVHS will ensure program faculty are in place during term of contract.
  - b. Work with community partners to secure sites for clinical rotations that will better expose the residents to the priority populations in the county as well as the social service agencies with whom they will collaborate to address the patients' social determinants of health.
    - i. Clinical positions to be recruited and hired for the Psychiatry Residency will establish practices locally and treat patients, in addition to their residency responsibilities. This includes the Program Director, Associate Program Director and Core faculty – all of whom are board certified psychiatrists – and a psychologist.
    - ii. The Psychiatry Program Director will be responsible for developing the program, including hiring core faculty, finalizing work sites for resident rotations, and preparing and implementing comprehensive, effective and well-organized educational curriculum.
    - iii. The project will be collaborative among the various components of MVHS, including MVHS Medical Group, Senior Network Health, St. Elizabeth Medical Center and Faxton St. Luke's Healthcare, all of which will be involved in ensuring that residents receive a well-rounded training experience.
3. For the Services provided, the County will reimburse the Provider Agency a maximum of One Hundred Seventy Thousand Three Hundred Twenty-Nine Dollars and no cents (\$170,329.00) during the term of this Agreement. The payment schedule will be based upon submission of an Oneida County Voucher to the County. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
4. The County will make payments to the Provider Agency either monthly or quarterly based on the timely submission of correct monthly payment vouchers. Payments will be provided

subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.

5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
  - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency, in accordance with its status as an independent contractor, covenants and agrees that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
  - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
  - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
  - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
  - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social

- security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
  - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
  - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the County for monitoring purposes. It is expressly understood that all information sent to the County 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 costs not approved for reimbursements by the County or the State or for 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 Oneida 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 comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (outlined in "h" below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance. 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. 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.
  - c. OMH fully audited CFRs for the prior year that do not have a pre-approved 30-day extension are required to be received by the County by April 15<sup>th</sup> of each year.
  - d. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH supplied to the County by April 15th are required to be received by the County by May 15th.
  - e. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
  - f. OMH CBRs for the current year are required to be received by the County by October 15th.
  - g. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
  - h. 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 progress report containing relevant contract-related updates for that reporting period. The quarterly progress report template can be found in Appendix C.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
  - b. Accounting System & Financial Capability Questionnaire (where applicable).
  - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
  - d. Annual Audit and Financial Reports.
  - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.

12. The Provider Agency shall defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency shall indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.
13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and 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 shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, commercial automobile 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 in a judicial proceeding, then, such provision shall be severed and shall be inoperative and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain in full force and effect. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

16. The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the County as outlined below.
  - a. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County 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. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
      - (1) The Provider Agency shall only access confidential information for which there is a need to know; and
      - (2) The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
      - (3) The Provider Agency shall not misuse confidential information or carelessly handle confidential information.
    - ii. The Provider Agency shall safeguard and shall 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 shall 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 Paragraph 16 of this Agreement will continue after termination of this Agreement 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 County 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 shall safeguard the confidentiality of all confidential information.
  - vi. The Provider Agency shall 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 Agency.
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, it shall safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.
- a. 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 and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget), Appendix B (Standard Oneida County Contract Addendum), and Appendix C (Contract Quarterly Progress Report Template), are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]



IN WITNESS THEREOF, the County and the Provider have signed this Agreement on the day and year first above written.

**COUNTY OF ONEIDA**

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_ Date

By: Ashlee Thompson  
Ashlee Thompson  
Commissioner, Department of Mental Health

4/20/2022  
Date

**MOHAWK VALLEY HEALTH SYSTEM FOUNDATION**

By: [Signature]  
Louis Aiello  
Senior Vice President and CFO

4/11/22  
Date

**MOHAWK VALLEY HEALTH SYSTEM**

By: [Signature]  
Louis Aiello  
Senior Vice President and CFO

4/11/22  
Date

Approved

By: \_\_\_\_\_  
Ellen S. Rayhill, Esq.  
Assistant County Attorney

<u>APPENDIX A</u>			
MVHS & MVHS Foundation		TOTAL TWO YEAR BUDGET: \$	170,329.00
<u>APPENDIX A</u>			
	YEAR:	2022 & 2023	
OMH:	\$	-	
OASAS:	\$	-	
OPWDD:	\$	-	
COUNTY:	\$	170,329.00	
	ANNUAL TOTAL: \$	170,329.00	
<u>AMENDMENT</u>			
	\$	-	
	\$	-	
	\$	-	
	ADJUSTED TOTAL: \$	170,329.00	



2021 Innovation & Improvement Fund RFP Budget

Proposed Budget Duration:

2 Years

Lead Organization Name:

Albion Health System Foundation

Process/Project Name:

Global Medical Education Program Expansion: Psychiatry Residency

Total Requested for Lead Organization:

120,000,000.00

Budget Breakdown

Staff & Other Expenses	Amount	Description (Reasonable, New/Existing Staff)
Program Director, MD Level, 0.3 FTE	\$40,000.00	New staff. The Psychiatry Program Director (PPD) is responsible for developing the program, recruiting living Core Faculty, creating work sites for resident rotations, and preparing and implementing comprehensive, effective and well-organized educational curriculum.
Associate Program Director/Core Faculty #1, MD Level, 0.2 FTE	\$32,000.00	New staff. The Associate Program Director will be dedicated to helping the Program Director run the residency program. They permit acts as the Program Director when the PPD is not available. They also act as Core Faculty in the teaching components.
Core Faculty #2, PhD Level, 0.2 FTE	\$10,000.00	Existing staff. A PhD-level psychologist will also be part of the Psychiatry Residency team. This role is pertinent to helping the residents formulate an understanding of a patient's psychological, behavioral, and structural issues associated with etiology and treatment, as well as managing and treating patients using both brief and long-term (i.e. cognitive, psychodynamic, and cognitive-behavioral) psychotherapies.
Core Faculty #3, MD Level, 0.2 FTE	\$10,000.00	Existing staff. Core Faculty are the physicians dedicated to training residents on how to care for patients. These physicians teach, mentor, supervise, lecture and help design research projects with the residents. They also take part in helping to administer the program by providing evaluations, curriculum design suggestions and participate in department meetings.
Core Faculty #4, MD Level, 0.2 FTE	\$10,000.00	Existing staff. Core Faculty are the physicians dedicated to training residents on how to care for patients. These physicians teach, mentor, supervise, lecture and help design research projects with the residents. They also take part in helping to administer the program by providing evaluations, curriculum design suggestions and participate in department meetings.
Core Faculty #5, MD Level, 0.2 FTE	\$10,000.00	Existing staff. Core Faculty are the physicians dedicated to training residents on how to care for patients. These physicians teach, mentor, supervise, lecture and help design research projects with the residents. They also take part in helping to administer the program by providing evaluations, curriculum design suggestions and participate in department meetings.
Program Coordinator, BA FTE	\$15,000.00	New staff. A non-physician committed to helping run the day to day administration of the residency program. This person oversees resident clinical schedules, lecture schedules, recruitment, onboarding, graduation and everything in between. The coordinator is the accreditation body expert, advising the Program Director, supporting the residents and ensuring the smooth operations of the program.
<b>Total Salaries</b>	<b>157,000</b>	
Fringe Rate 21%		
Fringe Benefits		
<b>Subtotal Salaries &amp; Fringe Benefits</b>	<b>187,500</b>	

Operative & Other Expenses	Amount	Description
Operative Expenses		
Contract Expenses		
Occupancy/Rent		
Utilities		
Equipment		
Supplies and Materials		
Printing and Copying		
Telecommunications		
Travel and Airfares		
Meeting and Airfares		
Staff and Volunteer Training		
Contract/Consultant Services		
<b>Total Operating Expenses</b>		
Other Expenses		
2021 Accreditation Application Fees	\$8,000.00	Please list and describe all other expenses not included above.
2022 Annual Accreditation Fees	\$5,700.00	
Library/Reference/Review/Research Materials	\$23.00	\$70,000 initially requested in RFP submission, \$70,000 allowable under link agreement.
<b>Total Other Expenses</b>	<b>12,823</b>	
<b>Subtotal Operative &amp; Other Expenses</b>	<b>12,823</b>	
<b>Total Direct/Indirect Expenses</b>	<b>170,323</b>	

Direct Indirect Contributions	Amount	Description
Program Director, MD Level, 0.3 FTE	\$40,000.00	total \$40,000
Assoc Program Dir/Core Faculty #1, MD Level, 0.2 FTE	\$32,000.00	total \$32,000
Core Faculty #2, PhD Level, 0.2 FTE	\$10,000.00	total \$10,000
Core Faculty #3, MD Level, 0.2 FTE	\$10,000.00	total \$10,000
Core Faculty #4, MD Level, 0.2 FTE	\$10,000.00	total \$10,000
Core Faculty #5, MD Level, 0.2 FTE	\$10,000.00	total \$10,000
Program Coordinator, BA FTE	\$15,000.00	total \$15,000
Fringe Benefits	\$17,500.00	
St. Luke's remodel for residency set up	\$25,000.00	
Fraxon Hospital Academic Space Construction	\$18,000.00	
Fraxon Hospital Academic Space	\$10,000.00	
New Innovation Residency Support Software	\$1,000.00	
2022 Resident Salaries	\$10,000.00	July 1, 2021 - October 31, 2021
2022 Resident Fringe Benefits	\$2,400.00	
Resident Training Support	\$50,000.00	
2022 Resident Recruitment Fees	\$800.00	
Resident Board Prep Materials	\$4,000.00	
Resident HR Support	\$1,000.00	
Faculty Development	\$5,000.00	
Office Supplies	\$1,000.00	
Resident Travel Allowance	\$2,800.00	
Resident Educational Allowance	\$4,000.00	
Resident Administration	\$1,000.00	
<b>Subtotal Direct/Indirect Contributions</b>	<b>2,419,500</b>	

## ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

### 1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

### 2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

### 3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the



Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services



(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

#### 19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

# Oneida County Department of Mental Health Contract Quarterly Progress Report Template

## CONTRACT REPORTING REQUIREMENTS:

The Provider Agency agrees to comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (outlined below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance.

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 progress report** containing relevant contract-related updates for that reporting period. The quarterly progress report template can be found in Appendix E.

## QUARTERLY PROGRESS REPORT INSTRUCTIONS:

Please complete this Quarterly Progress Report and submit to the Oneida County Department of Mental Health (email to [mentalhealth@ocgov.net](mailto:mentalhealth@ocgov.net) or mail to 120 Airline St., Oriskany, NY 13424) on (or before) the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30). Please provide responses to each of the following questions:

1. Agency/Organization Name:
2. Contract Term:
3. Reporting Year:
4. Reporting Quarter:
5. Itemized list of all contract-related expenses that occurred during reporting period (can attach if necessary).

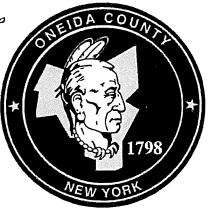


11. Please provide any additional contract-related (and/or non-contract-related) updates you would like to share.

12. Information of individual submitting report:

- Name:
- Title:
- Phone:
- Email:

13. Date of report submission:



**ONEIDA COUNTY  
DEPARTMENT OF PLANNING**

Boehlert Center at Union Station  
321 Main St., Utica NY 13501  
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.  
County Executive  
James J. Genovese II  
Commissioner

FN 20 22-163

**ECONOMIC DEVELOPMENT  
& TOURISM**

**WAYS & MEANS**

April 21, 2022

Anthony J. Picente, Jr.  
County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501

Re: Climate Smart Communities Task Force and Task Force Coordinator

Dear County Executive Picente:

The New York State Department of Environmental Conservation's Climate Smart Communities (CSC) Initiative is designed to assist local governments throughout New York State in increasing energy efficiency by providing grants, technical assistance, rebates on electric vehicles, and other economic benefits.

In 2019, the Oneida County Board of Legislatures registered as a Climate Smart Community through Resolution 2019-231. The CSC has since initiated a certification program in which registered municipalities earn points. Oneida County is currently seeking enough points to achieve a Bronze Certification.

To attain points toward certification, one requirement is that Oneida County establish a Climate Smart Communities Task Force and appoint a Task Force Coordinator.

Participation in the CSC's Certification program will allow Oneida County to achieve better scoring on state funding programs while providing cost saving measures throughout the Oneida County by enacting energy efficiency measures and reducing future flood risks, among other benefits that further economic development.

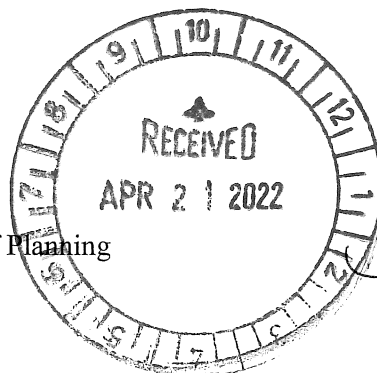
Therefore, I respectfully request that you submit to the Oneida County Board of Legislators a request to pass the enclosed legislation which will establish a requirement for Oneida County to adopt a Climate Smart Communities Task Force and appoint a Task Force Coordinator.

If you are in agreement, please forward this letter and the attached proposed legislation to the Board of Legislators for consideration at their next meeting.

Should you have any questions regarding this matter please contact me.

Sincerely,

James J. Genovese II  
Commissioner  
Oneida County Department of Planning



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

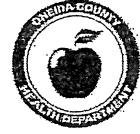
Date 4-21-22

# ONEIDA COUNTY HEALTH DEPARTMENT



ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

FN 20 22 - ~~164~~ 164

March 23, 2022.

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

HEALTH DEPARTMENT

WAYS & MEANS

Dear Mr. Picente:

I am forwarding a copy of the agreement for the 2022-2023 National Association of County and City Health Officials (NACCHO) *Implementing Overdose Prevention Strategies at the Local Level (IOPSL)* grant award for your review and signature.

Under this agreement, the Health Department will implement activities to enhance support of the Oneida County Opioid Task Force partnership by implementing public health approaches to overdose prevention including:

- Collaborating with ACR Health Drug User Health Hub to expand Street Engagement Team via mobile outreach to individuals at high risk for overdose as identified in Overdose Detection Mapping Application Program (ODMAP) and other surveillance data in order to provide low-threshold, on-demand access to medication assisted treatment and other wrap around services.
- Providing Harm Reduction and Trauma Informed trainings for Opioid Task Force partner agencies
- Collaborate with target populations and key providers to develop a public education campaign (i.e., podcasts, videos, social media, billboards) to reduce stigma associated with Substance Use Disorder.

This Agreement begins on January 1, 2022 and ends on July 31, 2023, the end date of the grant term. The total funding amount will be a maximum of \$496,692.65. Note that this initial agreement with NACCHO is for Year 1 beginning on January 1, 2022 and shall continue in effect until July 31, 2022 for the amount of \$198,790.55. Year 2 Agreement award (remaining balance of \$297,902.12) is contingent upon NACCHO receiving approval from CDC to administer Year 2 funding. Upon such approval, NACCHO will issue a contract modification to extend the period of performance and obligate Year 2 funding to Oneida County. This amount reflects 100% federal grant funding.

Thank you 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,

Daniel W. Gilmore, Ph.D., MPH  
Director of Health

DWG/lw  
Encs.

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 4-1-22

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other Grant

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Health Research, Inc.  
Riverview Center  
150 Broadway, Suite 560  
Menands, NY 12204-2719

**Title of Activity or Service:** Increased staff for County's COVID -19 response

**Proposed Dates of Operation:** July 1, 2020 through March 31, 2023

**Client Population/Number to  
be Served:** Oneida County Residents

**Summary Statements**

- 1) **Narrative Description of Proposed Services** This amendment releases restricted funds, extends the original agreement, and expands required deliverables.
- 2) **Program/Service Objectives and Outcomes:** NA
- 3) **Program Design and Staffing:** NA

**Total Funding Requested:** \$1,543,854

**Expense Account:** TBD  
**Revenue Account:** TBD

**Mandated/Not Mandated:** Mandated

**Oneida County Dept. Funding Recommendation:** \$1,543,854

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100% grant funded.

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:**



**Exhibit A – Deliverables – Revised Effective 2/1/21**  
**Epidemiology & Laboratory Capacity (ELC) - COVID-19**  
**Capacity Building for Case Investigations and Contact Tracing Coordination**  
**7/1/20 – 3/31/23**

Funding is provided to Local Health Departments (LHD) for increased capacity to conduct case and contact investigations. The majority of this funding is expected to support new personnel to enhance efforts for case investigations, contact tracing, expanded testing and surveillance, and vaccination activities across their communities, schools, childcare programs and other vulnerable populations (e.g., congregate living settings, homeless shelters, etc.). Some funding may be allocated to travel, computers and other miscellaneous expenses in support of staff activities.

**Deliverables:**

- Increased staffing to conduct rapid and complete case investigations. Case investigation staff must be:
  - reflective of the demographics of the community
  - have experience in public health or clinical services
  - staffing ratios must be appropriate for current case counts and be flexible based on possible variations
  - staffing levels must be appropriate to investigate cases within 24 hours of reporting
- Increased staffing to coordinate contact tracing activities with State contact tracers to ensure contacts are reached within 48 hours of contact elicitation.
- Increase staffing where necessary to ensure contacts have access to testing within three days of initial notification, establish and maintain a current testing protocol within the county, provide transportation and coordination for contacts to be tested, and provide proper reporting in CDCMS of suspect cases/PUIs.
- Ensure daily monitoring of cases and contacts and any social support needs are being met for effective isolation/quarantine.
- Utilize the CDCMS (CommCare) to report all case and contact data.

**Expanded Deliverables - Effective 2/1/21:**

- For reporting purposes, identify and track the number of cases from known contacts.
- Conduct public education/awareness campaigns, as needed, on contact tracing and other community mitigation strategies.
- Support enhanced testing as needed among schools, childcare programs and other vulnerable populations.
- Provide technical assistance to schools, childcare programs, and other community-based settings that focus on vulnerable populations to ensure the implementation of recommended mitigation strategies.
- Support vaccination activities (e.g., vaccination PODs, vaccination education campaigns, etc.) that are not otherwise supported by other funding sources

- Coordinate with local officials within the county to identify sampling locations at wastewater treatment plants and/or other areas within the sewer collection system.
- Develop plans for wastewater sampling, testing, and reporting. Plan templates will be provided by the State.
- Develop a Wastewater Surveillance Response Plan. Plan templates will be provided by the State.
- Attend educational trainings (developed and provided by the State) on wastewater sampling, data analysis/interpretation, and public health responses.

**Reporting Requirements:**

CDCMS (CommCare) must be used to report all case and contact data. Data input into this system will be used to report to CDC on all case and contact investigation-related performance measures.

**Expanded Reporting Requirements:**

Testing performed by the county must be reported to the Electronic Clinical Laboratory Reporting System (ECLRS) within specified timeframes. Data reported through ECLRS will be used to report to CDC on all related testing-related performance measures.

Vaccines delivered by the county must be reported to the NYS Immunization Information System (NYSIIS) within specified timeframes. Data reported through NYSIIS will be used to report to CDC on all related vaccination-related performance measures.

Wastewater testing data must be reported to the NY wastewater surveillance system. Data reported to the State will be uploaded to the CDC's National Wastewater Surveillance System (NWSS).

**NOTE:** The ELC COVID-19 funds are intended to increase public health staffing capacity and cannot supplant existing commitments. Should existing County-funded staff be moved to these funds, their existing position must be backfilled by the County. These funds should result in a net increase of total County public health staff.

**New York State Department Of Health  
Health Research, Inc. - ELC COVID-19 Enhanced Detection  
EXHIBIT B - Budget**

**Instructions:**

**Original Budget:** *Enter your requested budget amounts in the Original Budget column; the Revised Budget column is linked to the totals from each individual budget page. Do not use the Restricted row. Your total Original Budget cannot exceed your total allocation amount. The summary page must be signed when submitted. The Modification and Revised Budget columns will be used for future budget modification requests, if needed.*

**Budget Modification:** *Budget increases or changes to contract personnel, new equipment, and new or increased costs of contractual / consultant agreements require prior approval. Do not make any changes to the Summary Budget tab. The Revised Budget column is linked to the totals from each budget page and the Modification column will calculate the difference. The Total of the Modification column must be zero unless the Modification is a Contract Amendment. The modified budget must be signed at the bottom of the Summary Budget page.*

**Personnel:**

- o Use Percent Effort for salaried staff. Total annual salary divided by number of pay periods in the year, multiplied by number of pay periods being funded, multiplied by the percent of effort to be worked on contract deliverables.*
- o Use hours and hourly rate for hourly employees. Hourly rate times number of hours per week to be worked on contract deliverables times number of weeks to be worked in the contract period.*

**Other Costs:**

*For cell phones, AirCards, internet services, software, or other items assigned to individuals: Provide the name, title and role of staff that will be assigned the items, and a justification for need. Confirm that the items will be used 100% for contract activities. If the items or services are used for other purposes then the total cost must be allocated appropriately to all programs that will benefit.*

**Special Requirements:** see Attachment B: Program Specific Clauses

**Questions:**

*Public Health Emergency Preparedness: [NYSPEP@health.ny.gov](mailto:NYSPEP@health.ny.gov)*

**New York State Department Of Health**  
**Health Research, Inc. - ELC COVID-19 Enhanced Detection**  
**EXHIBIT B**  
 Budget Modification 01/25/22

**Contractor :** Oneida County  
**Contract Period :** 7/1/20-3/31/23  
**CFDA # :** 93.323  
**Contract # :** 6424-01  
**HRI Account # :** 15-1043-06 (7/1/20-6/30/22); 15-1097-07 (2/1/21-3/31/23)

See instructions for important information. Be sure to sign and date (see below) and submit this page as a pdf. In addition, submit the entire budget file in Excel.  
**NOTE 1:** Expenses in support of expanded activities (vaccination and testing activities, wastewater surveillance, etc.), indicated in the revised deliverables effective 2/1/21, are not reimbursable prior to 2/1/21.  
**\*NOTE 2:** 12/10/21 supplemental funding is effective 12/10/21.

**SUMMARY BUDGET**

Budget Categories	Original Budget	Modification	Revised Budget
SALARIES / PERSONNEL	\$ 325,759	\$ 585,529	\$ 911,288
FRINGE BENEFITS	\$ 177,083	\$ 318,294	\$ 495,377
SUPPLIES	\$ -	\$ 29,177	\$ 29,177
TRAVEL	\$ -	\$ -	\$ -
EQUIPMENT	\$ 3,000	\$ 32,000	\$ 35,000
MISCELLANEOUS	\$ -	\$ -	\$ -
CONTRACTUAL / CONSULTANT	\$ 38,012	\$ 35,000	\$ 73,012
ADMINISTRATIVE COSTS	\$ -	\$ -	\$ -
<b>SUBTOTAL</b>	<b>\$ 543,854</b>	<b>\$ 1,000,000</b>	<b>\$ 1,543,854</b>
RESTRICTED (For NYSDOH use only)	\$ 1,000,000	\$ (1,000,000)	\$ -
<b>TOTAL :</b>	<b>\$ 1,543,854</b>	<b>\$ -</b>	<b>\$ 1,543,854</b>

**Reason for Proposed Changes (for budget modifications):**

Planned allocations for Core and Supplement expenditures will be brought forward from supporting form.

Budget Categories	CORE COVID	12/10/21 Supplement*	TOTAL
Salary	\$ 325,759	\$ 585,529	\$ 911,288
Fringe Benefits	\$ 177,083	\$ 318,294	\$ 495,377
Supplies	\$ -	\$ 29,177	\$ 29,177
Travel	\$ -	\$ -	\$ -
Equipment	\$ 3,000	\$ 32,000	\$ 35,000
Miscellaneous	\$ -	\$ -	\$ -
Contractual	\$ 38,012	\$ 35,000	\$ 73,012
Admin/Indirect	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 543,854</b>	<b>\$ 1,000,000</b>	<b>\$ 1,543,854</b>
Restricted (NYSDOH)	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 543,854</b>	<b>\$ 1,000,000</b>	<b>\$ 1,543,854</b>

**Contractor**  
 Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Position Descriptions

Contractor: Oneida County  
Contract Period: 7/1/20-3/31/23

For each position listed on the summary budget page, provide a description of the duties supported by this contract.

<p><u>Name:</u> Deb Seguin <u>Title:</u> Public Health Educator <u>Contract Duties :</u> Manage Virtual Call center supervisor issues. Manage NYSDOH Regional questions about clusters, large contact numbers from worksites and gatherings. Manage questions from the public about schools and local colleges. Manage clinical team concerns by serving as the liaison between clinic and colleges; collaborate with college and clinical team to identify close contacts in college setting. Supervise contact tracing volunteers; lead contact tracing team. Develop and provide guidance for Case investigation team regarding new/updated contact tracing processes.</p> <p>Deb Seguin was 100% on a grant that ended 9/30/20 and would have been laid off at the end of the grant.</p>
<p><u>Name:</u> Erin Nemeyer <u>Title:</u> Public Health Educator <u>Contract Duties :</u> Manage Virtual Call center supervisor issues. Manage NYSDOH Regional questions about clusters, large contact numbers from worksites and gatherings. Manage questions from the public about schools and local colleges. Manage clinical team concerns by serving as the liaison between clinic and colleges; collaborate with college and clinical team to identify close contacts in college setting. Supervise contact tracing volunteers; lead contact tracing team. Develop and provide guidance for Case investigation team regarding new/updated contact tracing processes</p> <p>Erin was previously funded under the Cancer Prevention in Action Grant that was discontinued by Oneida County as of 9/30/20 due to COVID-19.</p>
<p><u>Name:</u> Yvette Sbiroli <u>Title:</u> Senior Administrative Assistant <u>Contract Duties :</u> Contact tracing duties - default. Line List as needed. Case investigation as needed.</p> <p>Yvette was previously funded under the Cancer Prevention in Action Grant that was discontinued by Oneida County as of 9/30/20 due to COVID-19.</p>
<p><u>Name:</u> Vacant <u>Title:</u> Registered Nurse <u>Contract Duties :</u> Contact tracing &amp; Case investigation. Would be trained to assist above employees.</p>
<p><u>Name:</u> Vacant <u>Title:</u> Public Education Coordinator <u>Contract Duties :</u> Contact tracing &amp; Case investigation. Would be trained to assist above employees.</p>
<p><u>Name:</u> Vacant <u>Title:</u> Program Manager <u>Contract Duties :</u></p>
<p><u>Name:</u> Vacant <u>Title:</u> Registered Nurse <u>Contract Duties :</u></p>
<p><u>Name:</u> Vacant <u>Title:</u> Data Processing Clerk <u>Contract Duties :</u></p>
<p><u>Name:</u> Vacant <u>Title:</u> Public Health Tech <u>Contract Duties :</u></p>



Supplies

Contractor: Oneida County  
Contract Period: 7/1/20-3/31/23

SUPPLIES : *Provide a justification for all supplies, including a description of how it relates to specific program objectives. Please refer to the Equipment section for guidance on items with a unit cost of \$5,000 or more.*

<u>Item Description</u>	<u>Core Amount</u>	<u>12/10/21 Supplement Amount</u>
Supplies for Vaccination PODs & Testing Sites		\$29,177

Justification

Subtotal : \_\_\_\_\_ \$29,177

Total : \_\_\_\_\_ \$29,177



Travel

Contractor: Oneida County  
Contract Period: 7/1/20-3/31/23

TRAVEL: *Include staff and conference travel, as well as travel to regional meetings and training sessions. Contractors without reimbursement policies should use New York State travel reimbursement policy.*

Purpose/Destination

Core Amount

12/10/21  
Supplement  
Amount

Subtotal : \_\_\_\_\_

Is mileage requested? (personal auto or agency auto)

\_\_\_\_\_  
\_\_\_\_\_  
Yes  
No

Justification

Total : \_\_\_\_\_

## Equipment

Contractor: Oneida County  
 Contract Period: 7/1/20-3/31/23

**EQUIPMENT :** Health Research, Inc. (HRI) defines "equipment" as items with a unit cost of \$5,000 or more. Your institution will likely have similar thresholds to differentiate "equipment" from "supplies" and these thresholds may be lower than those set by HRI. For the purpose of this contract, please utilize your institution's policy for categorizing equipment for any items with a unit cost of less than \$5,000. Items with a unit costs of \$5,000 or more must be categorized as equipment.

Each item in the Equipment category will require a copy of the invoice, proof of payment (check number and date) and equipment serial numbers when submitting vouchers for reimbursement.

**NOTE:** Any single item with a unit cost of \$5,000 or more will require three quotes AND prior approval. All equipment purchased must be inventoried and reported annually.

What is your institution's equipment threshold? **\$1,000**

<u>Item Description</u>	<u>Core Amount</u>	<u>12/10/21 Supplement Amount</u>
2 Laptop computer with accessories	\$3,000	
16 Laptop Computers with Accessories		\$32,000
<b>Subtotal :</b>	<u>\$3,000</u>	<u>\$32,000</u>

**Justification**

1 Laptop each would be assigned to the Registered Nurse & Public Health Coordinator to be used strictly for grant activities.

**Total :** \$35,000

Miscellaneous

Contractor: Oneida County  
Contract Period: 7/1/20-3/31/23

*Funds may be used to support program-related miscellaneous costs. All services must be provided within the contract period (services provided prior to the beginning or after the end date of the contract are not allowable costs for reimbursement). All food / refreshment costs must comply with the NYSDOH Health Emergency Preparedness Program Meeting Expense Reimbursement Guidelines. When vouchering for refreshment expenses, please provide all of the details required in the Meeting Expense Reimbursement Guidelines.*

Item Description

Core Amount

12/10/21  
Supplement  
Amount

Subtotal : \$ - \$ -

Justification

Total : \_\_\_\_\_

**Subcontracts/Consultants**

Contractor: Oneida County  
 Contract Period: 7/1/20-3/31/23

**SUBCONTRACTS / CONSULTANTS:**  
 Provide a listing of all subcontracts, including consultant agreements. If the subcontractor / consultant has not been selected, please indicate "TBA" in Name. Contractors are required to use a structured selection process consistent with agency policy and maintain copies of all subcontracts and documentation of the selection process. Administrative / Indirect Costs for all contractual / consultant agreements are limited to 10% of total direct costs unless a federally approved rate agreement is provided. All subcontracts entered into must be executed as line item cost reimbursable unless otherwise approved.  
 All of the requirements listed in Attachment A "General Terms and Conditions" and Attachment B "Program Specific Clauses" must flow down to all subcontractor agreements.

Description of Services Include number of hours and hourly rate for consultants.			12/10/21 Supplement Amount
Agency / Name	Include a detailed line-item budget for subcontractors.	Core Amount	
Kelly Services, Inc	Period of Performance:10/1/20-3/31/23  Scope of Work: Provides contract worker to be used for case investigation and contact tracing. This worker speaks multiple languages that fit the demographics of the Oneida County community. Method of Accountability: Contract worker will report to and be directed by Grant staff. Detailed Budget and Justification: Contractor will report for an estimated 15 hours per week for the 91 weeks @ \$24.32 per hour	\$33,197	\$30,000
Mohawk Valley Resource Center for Refugees and/or MAMI Interprets, Language Lnk, and/or another qualified interpreting agency	Period of Performance: 10/1/20-3/31/23  Scope of Work: Consultant services to provide interpretation and translations services for our Limited English Population (LEP) during COVID Case Investigations and Contact investigations. Method of Accountability: Contractor will report to and collaborate with the OCHD Grant Coordinator to ensure deliverables are met. Detailed Budget and Justification: Interpretation and translation fees vary based on service	\$4,815	\$5,000
<b>Subtotal :</b>		\$38,012	\$35,000
		<b>Total :</b>	\$73,012

**Administrative Costs**

Contractor: Oneida County  
Contract Period: 7/1/20-3/31/23

**ADMINISTRATIVE COSTS \*\***

*Federally Approved Administrative Cost Rate: Organizations that have a federally approved indirect costs rate MUST attach the currently approved indirect cost agreement (all pages) and need only delineate the calculation used to determine the amount of administrative costs being requested. The rate must be multiplied by the same base (i.e. total direct costs, modified direct costs, etc.) as used in the federally approved rate agreement to result in the amount requested.*

Rate Approved : \_\_\_\_\_  
Rate Requested : \_\_\_\_\_  
Amount Requested : \_\_\_\_\_

*Without a Federally Approved Administrative Cost Rate: For those agencies that do NOT have a federally approved indirect cost rate: Administrative costs will be allowed up to a maximum of 10% of modified total direct costs (MTDC). MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant costs and the portion of each subaward in excess of \$25,000.*

*Or, if claiming a rate above 10%, attach a copy of the financial page(s) from the most recent audited financial statements to support the amounts listed below.*

Date of Most Recently Audited Financial Statements : \_\_\_\_\_  
Total Agency Budget : \_\_\_\_\_  
- (Total Agency Administrative Costs) : \_\_\_\_\_  
Total Agency Direct Costs : \_\_\_\_\_

Total Agency Administrative Costs / Total Agency Direct Costs = Supported Administrative Rate : \_\_\_\_\_

Administrative Cost Rate Requested : \_\_\_\_\_  
Amount Requested : \_\_\_\_\_

\*\*No portion of administrative costs can be directly billed.

Subtotal : \_\_\_\_\_  
(Core) (12/10/21 Supplement)  
Total : \_\_\_\_\_

Restricted

Contractor: Oneida County  
Contract Period: 7/1/20-3/31/23

For NYSDOH Use Only

<u>Purpose</u>	<u>Core Amount</u>	<u>12/10/21 Supplement Amount</u>
Emergency Placeholder Funding amount. This allows for increased funds to be awarded to the contract in the event of a public health emergency and additional funds become available.		
<u>Justification</u>	Subtotal :	

NYSDOH Note: Items in the Restricted budget category are not reimbursable. To remove items from the Restricted budget category, submit a budget modification request to NYSPEP@health.ny.gov or NYSHPP@health.ny.gov for approval. The budget modification request must include a break-out of expenses and a justification that shows how the expenses support the contract deliverables.

Total : \_\_\_\_\_

# ORIGINAL AGREEMENT

AGREEMENT

This Agreement, made this 31<sup>st</sup> day of July 2020 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 560, Menands, NY, 12204, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County through the Health Department  
185 Genesee St.  
Utica, NY 13501 hereinafter referred to as the "Contractor"  
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant/contract from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 6NU50CK0005160107, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

COVID-19 Enhanced Detection

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

- "Contract Start Date": 07/01/2020
- "Contract End Date": 06/30/2022
- "Total Contract Amount": \$1,543,854
- "Maximum Reimbursable Amount": \$407,890
- "HRI Project Director": Blog, Dr. Debra S.
- "Required Voucher Frequency": Monthly
- "FAIN Number": NU50CK000516
- "HRI Contract Number": 6424-01
- "Catalog of Federal Domestic Assistance Number": 93.323 ("This contract is "Federally" funded.")

Budget Flexibility Percentage": 25 % Percent of Total - Cumulative re-budget among categories is allowed by this percentage of the Total Contract Amount, or \$250,000, whichever is less

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

- Exhibit A - "Scope of Work"
- Exhibit B - "Budget"
- Exhibit C - "Reporting/Vouchering Instructions"
- Exhibit D - "Prime Federal Award Information" (if checked) [ X ]
- Attachment A - "General Conditions for HRI Contracts"
- Attachment B - "Program Specific Clauses" (if checked) [ X ]
- Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) [ X ]
- Attachment D - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) [ X ]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc

Oneida County through the Health Department  
Federal ID: 15-6000460-  
DUNS#: 075814186

Cheryl A. Mattox  
Name: Cheryl A. Mattox  
Title: Executive Director

\_\_\_\_\_  
Name:  
\_\_\_\_\_  
Title:





# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOVNET/HEALTH

March 28, 2022

FN 20 22 ~~148~~ <sup>165</sup>

HEALTH & HUMAN SERVICES

WAYS & MEANS

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

Dear Mr. Picente,

Attached is an Affiliation Agreement between Oneida County through its Health Department and SUNY Upstate Medical University.

The purpose of this Agreement is to provide fieldwork experience for Master of Public Health students from SUNY Upstate Medical University to facilitate the students' professional growth through mutually agreed upon educational objectives and guidelines.

The term of this Agreement is from November 12, 2021 through November 11, 2026. There are no monies paid or received in this Agreement.

If this meets with your approval, please forward to the Board of Legislators for approval.

Sincerely,

Daniel W. Gilmore PH.D., MPH  
Director of Health

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 3-28-22

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** SUNY Upstate Medical University  
750 East Adams Street  
Syracuse, NY 13210

**Title of Activity or Service:** Oneida County to provide clinical education learning experiences that are planned, organized, and administered by qualified staff.

**Proposed Dates of Operation:** November 12, 2021 until November 11, 2026

**Client Population/Number to be Served:** NA

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** SUNY Upstate Medical University desires to have Master of Public Health students receive relevant Field Period educational experience through the Oneida County Health Department. Both SUNY Upstate Medical University and the Oneida County Health Department will work together to engage the students in appropriate Field Period experiences to further students' academic program.
- 2) **Program/Service Objectives and Outcomes:** To facilitate the students' professional growth through mutually agreed upon educational activities
- 3) **Program Design and Staffing** NA

**Total Funding Requested:** 0.00 **Account # 4010**

**Oneida County Dept. Funding Recommendation:** NA

**Proposed Funding Sources (Federal \$/ State \$/County \$):**

**Cost Per Client Served:** NA

**Past Performance Data:**

**O.C. Department Staff Comments:**

Contracts  
750 East Adams Street  
SLC2050  
Syracuse, NY 13210  
Ph: 315.464.4680  
Fax: 315.464.4679

March 24, 2022

Oneida County Health Department  
Attn: Katherine Mungari, Deputy Director of Health  
185 Genesee Street, 5<sup>th</sup> Floor  
Utica, New York 13501

RE: SUNY Upstate Medical University/ Oneida County Health Department  
Program in Public Health

Dear Ms. Mungari:

Enclosed please find a copy of the above-mentioned Affiliation Agreement between SUNY Upstate Medical University and Oneida County Health Department. This Agreement is for a clinical public health fieldwork experience for medical students from our *Program of Public Health*. If you find the agreement acceptable, please have **two (2) original signature copies** along with **two (2) Acknowledgment Forms** completed by a Notary Public and sent to the Contracts Office for further execution.

Please assemble as follows:

1. Affiliation Agreement
2. Acknowledgment Form
3. Exhibit A- Teacher-Learner Expectations
4. Exhibit B- Subject Curriculum
5. Exhibit C- Clinical Practice Sites (if applicable)

When completed, please return two (2) copies of the Agreements to my attention for signature by our authorized representative. An executed copy of the agreement will be sent to you for your files. If you have any questions, please feel free to contact me. Thank you.

Sincerely,

*Virginia Frost*  
Contracts Administrator

Enclosures



Agreement #: AFF-505971  
Agency #: 28110  
Department ID #: 3320211

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## AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT AND IMPLEMENTATION LETTER

By and Between  
State University of New York,  
for and on behalf of Upstate Medical University ("SCHOOL")  
and  
Oneida County Health Department ("HOST AGENCY")

The purpose of this letter is to provide a record of the clinical training affiliation agreement between the SCHOOL and the HOST AGENCY with respect to a clinical training experience for the SCHOOL'S registered students, and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015), which is hereby incorporated by reference, without modification or exception except as specified below.

### Modifications or Exceptions:

1. The provisions of Section B, *Responsibilities of the HOST AGENCY*, of the Agreement are hereby amended to include item 11 as follows:
  - The HOST AGENCY may operate a network of outpatient healthcare facilities in several locations in the State of New York. As part of the student's degree program, the SCHOOL desires its students to have the ability to participate in clinical and technical rotations and outpatient care settings in the HOST AGENCY'S facilities. A listing of the HOST AGENCY'S facilities will be made available to the SCHOOL'S Program Director and is attached as Exhibit C to this agreement.
2. The provisions of Section B, *Responsibilities of the HOST AGENCY*, of the Agreement are hereby amended to include item 12 as follows:
  - The HOST AGENCY represents and warrants that it is currently, and for the term of this Agreement will continue to be, in compliance with all applicable laws, regulations, and public directives, including, but not limited to, those issued in times of an emergency, regarding the health and safety of employees, the public, and student interns. Failure to comply with this provision will be considered a material breach of this Agreement.
3. The provisions of Section D, *Term and Termination*, of the Agreement are hereby amended and replaced in their entirety with the following language:
  - This AGREEMENT will commence as of **November 12, 2021** and shall expire on **November 11, 2026**, a period of five (5) years. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.
4. Attached as Exhibit B are the *Graduation Competencies and Educational Program Objectives*.
5. Attached as Exhibit C are the *Clinical Practice Sites Covered By This Agreement*.



Agreement #: AFF-505971  
Agency #: 28110  
Department ID #: 3320211

This IMPLEMENTATION LETTER is effective when signed by all parties. The individuals executing this IMPLEMENTATION LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Affiliation Agreement and further agree to comply with its terms except as noted above.

**SCHOOL:** State University of New York,  
Upstate Medical University

By: Lawrence Chin, MD

Signature: \_\_\_\_\_

Title: Dean  
College of Medicine

Date: \_\_\_\_\_

*[Handwritten Signature]*  
3/17/2022

Address: 750 East Adams Street  
Syracuse, New York 13210

**HOST AGENCY:** Oneida County Health Department

By: Anthony J. Picente, Jr.

Signature: \_\_\_\_\_

Title: Oneida County Executive

Date: \_\_\_\_\_

Address: 800 Park Avenue, #10  
Utica, New York 13501

**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGEMENT**

Contract No.: AFF-505971

STATE OF \_\_\_\_\_ )

County of \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known and known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he/she resides at \_\_\_\_\_,

Town of \_\_\_\_\_,

County of \_\_\_\_\_

State of \_\_\_\_\_ and further that:

**[CHECK ONE]**

\_\_\_\_ (If an Individual): he/she executed the foregoing instrument in his/her name and on his/her own behalf.

\_\_\_\_ (If a Corporation): he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he/she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

\_\_\_\_ (If a Partnership): he/she is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, he/she is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

\_\_\_\_ (If a limited liability company): he/she is a duly authorized member of \_\_\_\_\_ LLC, the limited liability company described in said instrument; that, he/she is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

Registration Number: \_\_\_\_\_

State of: \_\_\_\_\_

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## AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for medical students in the SCHOOL.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education.
- The SCHOOL is ultimately responsible for the medical education program, academic affairs, and the assessment of medical students.
- The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching.
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of the SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the AAMC Uniform Clinical Training Affiliation Agreement Implementation Letter agree as follows:

## A. Responsibilities of the SCHOOL

1. The SCHOOL will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the SCHOOL's curriculum.

2. The SCHOOL will retain ultimate responsibility for the education and assessment of its students. The School's representative for this Agreement shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for medical student teaching and assessment provided pursuant to this Agreement.

3. The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

4. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.

5. The SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations. The SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices, and that the cost of any such test will be paid by the student, if not the HOST AGENCY.

6. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

7. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL'S students at the HOST AGENCY.

8. The SCHOOL warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if the SCHOOL is a public entity entitled to governmental immunity protections under applicable state law, then the SCHOOL shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the SCHOOL shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event



governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST AGENCY, the SCHOOL shall provide a certificate of insurance demonstrating coverage for students completing clinical training at the HOST AGENCY.

## **B. Responsibilities of the HOST AGENCY**

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the SCHOOL's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for medical students' personal items when at the HOST AGENCY; and f) access to call rooms, if necessary.

2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

3. The HOST AGENCY staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.

4. The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.

5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The SCHOOL will define, for its medical students, who bears financial responsibility for any charges generated.

6. To the extent the HOST AGENCY, generates or maintains educational records related to the participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the SCHOOL's records is required by HOST AGENCY to carry out the Program.

7. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student. The HOST AGENCY and SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify the SCHOOL'S course director if such an action is required.

10. The HOST AGENCY shall identify a site coordinator from among its medical staff who will communicate and cooperate with the SCHOOL's clerkship director to ensure faculty and medical student access to appropriate resources for the clinical training experience.

### **C. Mutual Responsibilities**

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the SCHOOL facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

4. The SCHOOL and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. The SCHOOL, including its faculty, staff, medical students, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.

6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required.

#### **D. Term and Termination**

This AGREEMENT is effective upon execution of the Implementation Letter by both parties to the covered clinical training experience(s) and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

#### **E. Employment Disclaimer**

The students participating in the program will not be considered employees or agents of the HOST AGENCY or SCHOOL for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY or SCHOOL, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

#### **F. Health Insurance Portability and Accountability Act.**

Students participating in clinical training pursuant to this Agreement are members of the HOST AGENCY's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.

**G. No Agency Relationship Between the Parties.**

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

**H. Assignment**

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

**I. Governmental Immunity**

If the SCHOOL is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the SCHOOL of its governmental immunity or of its state governmental immunity; an express or implied acceptance by SCHOOL of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SCHOOL of a debt, contract, or liability of the HOST AGENCY.

**J. No Special Damages**

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

**K. Notices**

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in the Uniform Clinical Affiliation Agreement Implementation Letter.

**L. No Payments**

No payments shall be made between the parties or to the students in connection with this Agreement.

**M. Severability**

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

**N. Headlines**

Headlines in this AGREEMENT are for convenience only.

**O. Entire Agreement**

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Uniform Clinical Affiliation Agreement Implementation Letter.

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## EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The SCHOOL holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term “teacher” is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

### GUIDING PRINCIPLES:

**Duty:** Medical educators have a duty to convey the knowledge and skills required for delivering the profession’s standard of care and also to instill the values and attitudes required for preserving the medical profession’s social contract with its patients.

**Integrity:** Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

**Respect:** Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

### RESPONSIBILITIES OF TEACHERS AND LEARNERS:

#### Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive

- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

**Students should:**

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

**Relationships between Teachers and Students**

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

## EXHIBIT B

### College of Medicine

### Graduation Competencies and Educational Program Objectives

**UPSTATE**  
MEDICAL UNIVERSITY

Academic Year  
2021-2022

#### **PC: Patient Care**

Demonstrate safe, effective, timely, efficient and equitable patient-centered care that promotes health, quality of life, prevention of illness and treatment of disease. Our graduates will:

1. Elicit an accurate history and perform an appropriate physical examination with an organized and respectful approach.
2. Construct a comprehensive problem list and differential diagnosis
3. Conduct focused and comprehensive patient encounters for acute and chronic medical presentations and health maintenance.
4. Develop prioritized intervention and management plans using current scientific knowledge.
5. Interpret clinical, laboratory, radiologic and pathologic data.

#### **MK: Medical Knowledge**

Demonstrate and apply knowledge of established and evolving biomedical, clinical, epidemiological, social and behavioral sciences. Our graduates will:

1. Recognize normal structure and function of the human body, and demonstrate knowledge of the underlying scientific principles and mechanisms.
2. Identify the mechanisms of disease and their corresponding effects on the human body.
3. Identify appropriate treatments for common diseases and their mechanisms of action.
4. Integrate knowledge of epidemiology into clinical problem-solving and disease prevention.
5. Assess the determinants of health, and identify interventions that will improve the health of a population.

#### **IICS: Interpersonal and Interprofessional Communication Skills**

Demonstrate interpersonal and Interprofessional communication skills with patients, families, communities and professionals in health and other fields that result in effective, patient-centered clinical care. Our graduates will:

1. Demonstrate respect for and appreciation of input from other health care professionals and staff in patient care.
2. Provide timely, clear and accurate written and oral information about patients to other healthcare professionals.



3. Provide information to, and practice shared decision-making and behavioral change techniques with patients and families.
4. Participate as a member of a team and recognize the roles and practices of effective interprofessional teams, including feedback to and from other team members.

### **PR: Ethics and Professionalism**

Demonstrate a commitment to the highest standards of competence, ethics, integrity and accountability to patients and the profession. Our graduates will:

1. Recognize the primacy of the patient's welfare and demonstrate responsiveness to patient needs that supersedes self-interest.
2. Demonstrate honesty, integrity, and compassion in all interactions with patients' families, colleagues, and others with whom physicians must interact in their professional lives.
3. Apply ethical theories and principles pertaining to provision of care, privacy and confidentiality, informed consent, responsible conduct of research, and business practices, including compliance with relevant laws, policies, and regulations.
4. Recognize that physicians are accountable not only to patients, but also to the community, to society, and to the profession.

### **LI: Practice-Based Learning and Improvement**

Demonstrate habits of self-directed learning and self-reflection for acquisition of new knowledge, skills and behaviors to provide optimal patient care. Our graduates will:

1. Demonstrate acceptance and incorporation of feedback.
2. Engage in reflective practice as an intentional learner working toward personal improvement.
3. Identify gaps in knowledge and/or skills, AND
  - a. select appropriate resources and technologies, including current research in evidence-based medicine to fill them.
  - b. demonstrate improvement after self-directed learning.

### **PH: Systems Based Practice and Population Health**

Analyze the complexities of health care systems and work effectively within these systems to advocate for and provide quality patient care. Our graduates will:

1. Describe the structure, delivery and finance of major health care systems.
2. Identify opportunities for stewardship of medical, economic and human resources at both the bedside and the population level.
3. Apply the principles of patient safety, quality assurance, and quality improvement in health care delivery.

## Revisions made to graduation requirements, dismissal eligibility, and curriculum in light of COVID-19

### Revisions related to the Policy on Graduation Requirement/Honors

In light of the 2020 COVID-19 pandemic, temporary changes were made to some graduation requirements for the classes of 2021 and 2022. Those changes are summarized below, and were approved through appropriate committees.

#### *For the Class of 2021*

1. Concurrent elective for MS3 block IJ
  - a. Allow concurrent electives for eligible students in Block 12 while enrolled in ten-week clerkship for the IJ Period of the 2019-20 academic year. Eligibility will be determined by the Assistant Dean of Clinical Sciences, based on review of the proposed concurrent elective activity and prior academic performance. (Policy states that no concurrent electives may be taken during the MS3 year.)
  - b. Rationale: Due to the pandemic, students have been working virtually during the clerkship; they will be making up clinical time later in the year, which will reduce time for electives. Allowing concurrent elective gives students the opportunity to start preparing for upcoming residency applications, given anticipated scheduling difficulties. Additional credits will be limited such that total time spent on clerkship and concurrent elective will not exceed the maximum workload of 80 hours per week.
2. Credits for honors
  - a. Allow student to graduate "Cum Laude" when student has accumulated 46, 44, 43, or 42 credits of honors in the clinical years, if they had 5, 7, 10, or 12 credits, respectively, that were graded pass/fail instead of pass/high pass/honors.
  - b. Rationale: Due to the pandemic and the resultant removal of students from clinical settings, suspension of standardized patient exams, and remote administration of subject exams, the final clerkship(s) for the 2019-2020 academic year were switched to pass/fail grading. Since the number of credits possible for earning honors was decreased, the number required for "Cum Laude" should be proportionally decreased. (Policy states that a student is eligible to graduate "Cum Laude" when student has accumulated 48 credits of honors in the clinical years.)
3. Step 2 CS
  - a. Waive requirement to pass Step 2 CS prior to graduation.
  - b. Rationale: On May 26, 2020, USMLE suspended Step 2 CS test administrations for the next 12-18 months. Students will be unable to take the exam prior to graduation in May 2021. (Policy states that all students must PASS Step 2 CS and CK to graduate. In addition, policy on USMLE Step 1 & Step 2 states that all students must take Step 2 CS and CK by December 1 of their MS4 year.)

*For the Class of 2022*

1. Number of required elective credits\*
  - a. Increase number of required elective credits to 29
  - b. Rationale: Shortening nine block clerkships from 5 to 4.5 weeks each decreased the weeks of clinical instruction by 4.5 weeks, decreasing overall instructional time. Increasing the number of elective credits by 4 for a total of 29 (and adding 0.5 credits for orientation – see below) will keep the total instructional time unchanged.  
(Policy states that a minimum of 25 elective credits are required.)
  - c. \*Students who completed some of their MS3 clerkships prior to the 2020-2021 academic year will be reviewed by the Phase 2 Student Progress Committee and given specific credit requirements.
2. Number of elective credits from pre-clinical years\*
  - a. Revise maximum number of elective credits that may be taken in the pre-clinical years and count toward fulfilling graduation requirements from 6 to 10
  - b. Rationale: The number of required elective credits was increased due to shortening the clerkship blocks and the delayed start of the MS3 block clerkships opened up several weeks in which students could take electives that did not involve patient contact.  
(Policy states that a maximum of six of the required elective credits may be taken in the pre-clinical years and count toward fulfilling graduation requirements.)
  - c. \*Students who completed some of their MS3 clerkships prior to the 2020-2021 academic year will be reviewed by the Phase 2 Student Progress Committee and given specific credit requirements
3. Requirement and deadline for taking Step 1
  - a. Suspend the requirement for taking Step 1 prior to starting clerkships and extend the deadline for taking Step 1 to July 1, 2021.
  - b. Rationale: Extension of the NY PAUSE until May 15 and closure of Prometric sites nationally, coupled with decreased testing spots to accommodate physical distancing have led to substantially fewer available testing sites and dates for students to take Step 1 by the beginning of third year. (Policy states that students must pass Step 1 of the USMLE in order to progress into the clinical years. In addition, policy on USMLE Step 1 & Step 2 states that students will take USMLE Step 1 by the date published annually in the Upstate academic calendar, which for the class of 2022 was May 11, 2020.)

### Revisions related to the Academic Status Policy

In light of the 2020 COVID-19 pandemic, temporary changes were made to policies regarding promotion for the classes of 2021 and 2022. Those changes are summarized below, and were approved through appropriate committees.

#### *For the Class of 2021*

1. Requirement for deadline by which students must complete all clerkships
  - a. Allow students to complete remaining clinical time for incomplete MS3 clerkships or postponed MS3 clerkships by the end of their MS4 year.  
(Policy states that any remediation of a clerkship must be completed by the October/November period of the MS4 year).
  - b. Rationale: Due to the pandemic, student access to clinical settings has been limited for several months. In addition, uncertainty with test center availability prompted adjustments to the 2020-2021 MS3 block clerkship schedule, resulting in scheduling difficulties for postponed and incomplete 2019-2020 clerkships. MS4 students in the class of 2021 may need to complete their clerkships after November.
2. Credits for commendation
  - a. Allow students to qualify for commendation by earning 22, 20, 19, or 18 credits of honors in required clerkships, if they had 5, 7, 10, or 12 credits, respectively, that were graded pass/fail instead of pass/high pass/honors.
  - b. Rationale: Due to the pandemic and the resultant removal of students from clinical settings and suspension of standardized patient exams, the final clerkship(s) for the 2019-2020 academic year were switched to pass/fail grading. Since the number of credits possible for earning honors was decreased, the number required for commendation should be proportionally decreased. (Policy states that commendation may be awarded to students for outstanding performance in the required clerkships. A student qualifies by earning at least 24 credits of honors in required clerkships.)

#### *For the Class of 2022*

1. Eligibility for dismissal based on deadline for passing Step 1
  - a. Revised the eligibility for dismissal based on deadline for passing Step 1 to the following:  
“Failing to record a passing score on United States Medical Licensing Examination (USMLE) Step 1 by the third attempt, or by December 1 of the MS4 year (excluding leaves of absence), will result in eligibility for dismissal from the College of Medicine.” (Policy states that failing to record a passing score on Step 1 by the third attempt, or within one year after finishing pre-clinical years of study (excluding leaves of absence), will result in eligibility for dismissal from the College of Medicine.)
  - b. Rationale: Due to the pandemic and resultant uncertainty about testing availability, the deadline for taking Step 1 was extended to July 1, 2021. One year after finishing pre-clinical years will fall before the July 1, 2021 deadline extension. This proposed revision of dismissal eligibility extends the timeframe in which students can take the exam and retake if necessary.

EXHIBIT D – COURSE SYLLABUS



Public Health

MPHP 698: Applied Practice Experience (Blended Course)

Course Information	Professor Information
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3 credit hours  
Fall 2021 Semester

Name: Drs. Telisa Stewart and Michael E. Webb  
Office: 2263A Weiskotten Hall Office  
Phone (Dr. Webb's Cell Phone): 315-212-5291  
Email: [webbmi@Upstate.edu](mailto:webbmi@Upstate.edu) (Preferred)  
Office Hours<sup>+</sup>: Available upon request

\* **Contacting the instructor:** The primary method of contacting instructors is by emailing them at the email address provided above. When using email, please be sure to include MPHP 698 in your subject heading.

\*\* **Blackboard:** The course will be organized using Upstate Blackboard. All students must be able to log in to obtain course materials.

+ **Office hours:** Contact the course instructors directly to schedule a meeting.

Course Description:
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This course immerses students in the core domains of public health within the community under the guidance of a public health supervisor. This course requires 200-documented hours of face to face experience based learning. The course is designed to provide students an opportunity to apply the core public health skills learned in a classroom in non-profit, for profit, and governmental agencies that have a core focus in public health.

Prerequisite:
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Enrollment in Master of Public Health Degree program or permission of course director. Students must be in good academic standing and have completed the following courses in order to begin their Applied Practice Experience: MPHP 601: Principles of Epidemiology; MPHP 602: Principles of Biostatistics; MPHP 603: Principles of Environmental Health MPHP 604: Social and Behavioral Dimensions of Public Health; MPHP 607: Public Health Foundations; MPHP 657: Research Methods; MPHP 660: Program Planning and Evaluation

Required Text:
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**REQUIRED:**

1. **REQUIRED:** 1. Can Anyone Hear Us?: Voices of the Poor (World Bank Publication) Paperback – 1999 by Deepa Narayan (Author), Raj Patel (Author), Kai Schafft (Author), Anne Rademacher (Author), Sara Koch Schulte (Author)

## EXHIBIT D – COURSE SYLLABUS

### CEPH Foundational Competencies

*Throughout this document, foundational competencies are referred to by their number as FC-#. See Appendix for rubrics of official assessments aligned to each competency (note: classroom activities do not have associated rubrics).*

FC-6. Discuss the means by which structural bias, social inequities and racism undermine health and create challenges to achieving health equity at organizational, community and societal levels

Assessment(s):

- Undermining Health Assignment
- Social Determinates Essay

FC-11. Select methods to evaluate public health programs

Assessment(s):

- Mapping the Program Assignment

FC-17. Apply negotiation and mediation skills to address organizational or community challenges

Assessment(s):

- Student Perspective Assignment

FC-20. Describe the importance of cultural competence in communicating public health content

Assessment(s):

- Culture and Client Assignment
- Social Determinates Essay

FC-22. Apply systems thinking tools to a public health issue

Assessment(s):

- Mapping from Silo to System Assignment
- Social Determinates Essay

### Course Objectives:

**Upon completion of this course:**

1. Students will examine the systems at play during their Applied Practice Experience
2. Students will inventory a public health system that is addressing a public health issue
3. Students will obtain a public health experience through face to face learning outside the classroom
4. Students will explore cultural humility through a system/global perspective

EXHIBIT D – COURSE SYLLABUS

**Assignments and Grading:**

The format for this course will include a combination of discussions, assignments, time sheets, and work product deliverables.

Grading System		
Letter Grade	Grade Point	Earned Points
A	4.00	96-100
A-	3.67	92-95
B+	3.33	88-91
B	3.00	84-87
B-	2.67	80-83
C+	2.33	76-79
C	2.00	72-75
C-	1.67	68-71
F		Below 68
I (Incomplete)	0.00	
W (Withdraw)	0.00	
P PASS	*	
F FAIL	*	

\*For Pass/Fail Courses Only

**ATTENDANCE**

For the Fall 2021 Applied Practice Experience Course, students will be **required to meet (virtually) with the course instructor during the first two weeks of class** to go over the syllabus. Students will also be required be present at their Applied Practice Experience Site. Attendance at the face-to-face virtual meeting with the course instructor counts towards class participation points.

**CLASS PARTICPATION: (20 Points) FC-6, FC-11, FC-17, FC-20, FC-22**

Class participation plays a key role in the course. This semester, class participation points will be awarded for students' attendance at the face-to-face class meeting and through participation in class discussion board posts. Class participation will be granted to students who actively participate in the discussion board. Each student must post one paragraph to the discussion board two times during the semester on **Friday, October 8<sup>th</sup>, 2021 by 5:00PM** and on **Friday, December 3<sup>rd</sup>, 2021 by 5:00PM**.

The post on **Friday, October 8<sup>th</sup>, 2021** must contain the following information:

- 1) Where you are completing your APE.
- 2) Three (3) things that you learned so far during your APE.
- 3) A minimum of one (1) challenge that you faced so far during your APE.
- 4) Three (3) CEPH Foundational Competencies that you used during your APE.
- 5) Three (3) knowledge areas or skills that you learned in your MPH coursework that you were able to apply to your APE.

The post on **Friday, December 3<sup>rd</sup>, 2021** must contain the following information:

- 1) A summary of the skills and knowledge that you gained during your APE.

## EXHIBIT D – COURSE SYLLABUS

- 2) A minimum of one (1) challenge that you faced so far during the second half of your APE
- 3) Three (3) CEPH Foundational Competencies that you used during the second part of your APE.
- 4) Three (3) knowledge areas or skills that you learned in your MPH coursework that you were able to apply to during the second half of your APE.

Additionally, students are asked to post a one or two sentence response to two (2) other student's discussion board post. These posts are due **Tuesday, October 12<sup>th</sup>, 2021 at 5:00PM.** and **Monday, December 6<sup>th</sup>, 2021 at 5:00PM.** Late posts will not be accepted.

### **TIME SHEETS: (20 POINTS)**

Time sheets are due on a bi-weekly bases (every two weeks). Time sheets need to be signed (digital) by your Applied Practice Experience preceptor and submitted to black board. Please treat this like a job, late time sheets will not be accepted.

### **Two Work Product Deliverables and Deliverable Coversheets: (10 POINTS)**

Two work place products are required. Work products **MUST** be approved by one of the course instructors in order to be submitted. Students must submit a written proposal via email to the course instructors by **Friday, September 24<sup>th</sup>, 2021 at 11:59PM.** In this email, students must include an overview of the project, the anticipated amount of time they will spend working on the project, and whether the project has been approved by their APE Site. If a student does not submit their proposal by the **September 24<sup>th</sup>, 2021** deadline, their deliverable(s) and Coversheet(s) will not be accepted.

The work product deliverables need to be a useful product for your organization. Each product is worth 5 points. Products can include but not limited to: brochures, ppt presentations, reports etc. In addition to the work product deliverables, students are required to submit a 1 to 2 page coversheet with each of their two deliverables that includes:

- 1) An introduction to the deliverable and what it is.
- 2) The approximate amount of time that they spent working on the deliverable.
- 3) The purpose of deliverable/what it will be used for.
- 4) If part of a group project, the percent of the project that they created (This must be greater than 75%).

### **Mapping and Discussion Assignments: (40 POINTS)**

Five discussion assignments will be required throughout the course. Each assignment is worth 8 points. Students are required to post their assignments to blackboard. Please refer to the rubric for the assignment point allocations.

1. Mapping from Silo to System: Create a Conceptual Framework for the Public Health System you are working in. Use the socio-ecological model as a tool for identifying the key stakeholders who are addressing the public health issue. Summarize the map in text form. FC-22

2. Mapping the Program: Create a logic model for the program you are working in. Identify methods to



## EXHIBIT D – COURSE SYLLABUS

evaluate the program. Summarize the map in text form. FC-11

3. Culture and Client: Describe the importance of cultural in communicating public health content to your clients. FC-20

4. Undermining Health: Discuss structural bias, social inequity and/or racism that could undermine the health of your client. How might these issues affect health? How might you address these issues from an organization, community and/or societal level? FC-6

5. Student Perspective: Identify a time in your field placement where you needed to negotiate and/or use mediation skills to address an issue. Describe the issue and the applied negotiation and mediation skills used to overcome the problem. FC-17

**Social Determinants Essay: (10 Points)** Students will read and write one individual essay using the book, “Can Anyone Hear Us?: Voices of the Poor (World Bank Publication) Paperback”. The assignment should be no more than 4-5 pages in length and is worth 10 points. Students are required to post their assignment to blackboard. Please refer to the rubric for the essay point allocations. PDF of the book is provided. FC-6, FC-20, FC-22

**Evaluations:** Students are expected to complete two evaluations of their applied practice experience. First evaluation will be completed at 100 hours. Second evaluation will be completed at 200 hours.

Activity	Points
CLASS PARTICIPATION	20 Points
TIME SHEETS	20 Points
Mapping and Discussion Assignments	40 Points
Two-Work Product Deliverables and Deliverable Coversheets	10 Points
Social Determinants Essay	10 Points

### Course Policies

**Attendance:** Attendance is mandatory for this course. Students are expected to attend every class session. If you are unable to attend, please notify the professor by email **before** the class. Absences may adversely affect your participation grade.

**Due Dates:** All assignments are due on the dates indicated. **No late assignments will be accepted;** no points will be given. If the student knows in advance that they will have to miss a class, it is the student’s responsibility to arrange with the instructor to turn the assignment in early. Resubmissions of work done in a prior course is not approved or accepted.

**Examination Policy:** The Final examination schedule and policy is set by the Upstate MPH program. You should refer to the Upstate MPH student handbook for examination policy and the semester schedule for the date and time of the final exam.

## EXHIBIT D – COURSE SYLLABUS

**Absences from in-class examinations:** All absences must be approved by the professor prior to the class examination.

**Technology:** Cell phones or equivalent are strictly prohibited during class. Cell phone or equivalent may be on the table in front of you, ringer off, for monitoring family or work concerns. If you need to respond to a message or answer a call, please mute your audio and briefly turn off your video. Using your cell phone or equivalent during the class is grounds for dismissal from the class period. Recording devices are strictly prohibited during class time.

**Laptops are permitted for each class. Use of Laptops for non-class activity is grounds for dismissal from the class period.**

**Grade of “Incomplete”:** An incomplete grade is only given if a student has successfully passed the first half of the class and is unable to successfully complete the second half due to a documented illness or other extenuating circumstances that the instructor genuinely believes will not permit the student to go on and successfully complete the course at this time. Those who take incompletes are responsible for completing the course.

**Religious observance:** Religious observance is supported through policies at Upstate. The policies recognize the diversity of faiths represented among the campus community and protect the rights of students, faculty, and staff to observe religious holy days according to their tradition. Under the policies, students are provided an opportunity to make up any examination, study, or work requirements that may be missed due to a religious observance provided they notify their instructors before the end of the second week of classes. If your religious obligations will preclude your attendance in class during the semester or necessitate an adjustment to an assignment or exam due date, you must discuss with the professor before the end of the second week of class.

**ADA and Access Statement:** Upstate Medical University is committed to creating a learning environment that meets the needs of its diverse student body. Students who anticipate or experience any barriers to learning in this course, such as health events (ex. illness or injury), or significant life events (ex. a loss, a caregiving emergency) should notify the professor as soon as possible ([webbmi@upstate.edu](mailto:webbmi@upstate.edu) or by phone 315-212-5291).

If you have a disability, or think you may have a disability, please schedule a meeting with someone from our Disability Support Services Office to begin this conversation or to request an official accommodation. You can find more information about Disability Support Services here: <https://www.upstate.edu/currentstudents/support/disabilities/index.php>.

You may also visit their office in room 130 of the Health Sciences Library (M-F, 8:30am – 4:30pm), call their office at 315-464-8855 or send an email to [StuServe@upstate.edu](mailto:StuServe@upstate.edu). If you have already been approved for accommodations through Disability Support Services, please contact your professor to review your accommodations letter and develop an implementation plan together. [[webbmi@upstate.edu](mailto:webbmi@upstate.edu)]

## EXHIBIT D – COURSE SYLLABUS

**Academic Integrity:** Upstate Medical University holds students accountable for the integrity of the work they submit. Students should be familiar with the Policy and know that it is their responsibility to learn about instructor and general academic expectations with regard to proper citation of sources in written work. The policy also governs the integrity of work submitted in exams and assignments as well as the veracity of signatures on attendance sheets and other verifications of participation in class activities. Serious sanctions can result from academic dishonesty of any sort. For more information and the complete policy, see <http://www.upstate.edu/student-handbook/conduct.php>

**Plagiarism:** Plagiarism is a form of academic dishonesty where one presents ideas of another as his/her own. Material submitted by a student is expected to consist of the student's original thought and writing. In the event that another's work is used to support the argument or discussion presented, it is expected that appropriate citation (quotation marks, internal reference, footnotes or endnotes, etc.) will be supplied. Additionally, if students collaborate on a project or write-up, all collaborating students should be clearly identified (e.g., \*Work prepared with student XYZ, MS1\*). The program in public health also follows the Upstate Medical University medical school policies on this matter, and students may find detailed guidelines for this policy in the Student Handbook. For information about proper citation, refer to the SUNY Upstate Library Writing and Publishing Guide at <http://upstate.libguides.com/writing>

**Grading system:** A-F, consistent with the Upstate MPH program policy

**Students are responsible** for reading, and abiding by, Upstate MPH policies as set forth in the Upstate MPH Student Handbook.

### Mistreatment Policy

An appropriate student learning environment should foster professional growth, support academic achievement, and encourage the attainment of educational goals. Upstate's learning environment should model professionalism and civility and be characterized by professional behaviors. All members of the Upstate community, including faculty, staff and learners attest to the Upstate Code of Conduct and should demonstrate the values prescribed therein. Breaches in professional behavior threaten the learning environment and will not be tolerated. The Upstate Code of Conduct can be found on the website at: <http://upstate.edu/student-handbook/conduct.php>

### College of Medicine Policies and Procedures

SUNY Upstate can be found at the following link: <http://www.upstate.edu/curriculum/procedures.php>

**EXHIBIT D – COURSE SYLLABUS**

<b>Course Schedule</b>
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Date	Activity/Deliverable	Notes/ Reading	Competencies	Points
During the First Two Weeks of Classes	Virtual Face-to-Face Class Meeting with Course Instructor	Social Determinants Reading	FC-6, FC-11, FC-17, FC-20, FC-22	Part of student's class participation grade
September 6 <sup>th</sup>	Time sheet due			
September 14 <sup>th</sup>	Mapping from Silo to System Assignment		F-22	8
September 20 <sup>th</sup>	Time sheet due			
September 24 <sup>th</sup>	Deliverable Proposal Email Due at 11:59PM			
September 27 <sup>th</sup>	Mapping the Program Assignment		FC-11	8
October 4 <sup>th</sup>	Time sheet due			
October 8 <sup>th</sup>	Class Discussion Board Post #1 due at 5:00PM			Part of student's class participation grade
October 12 <sup>th</sup>	Discussion Board Responses due at 5:00PM	Social Determinants Reading		Responses are part of student's class participation grade
October 18 <sup>th</sup>	Time sheet due	Social Determinants Reading		
October 25 <sup>th</sup>	Culture and Client Assignment		FC-20	8
November 1 <sup>st</sup>	Time sheet due	Social Determinants		
November 8 <sup>th</sup>	Undermining Health Assignment		FC-6	8
November 15 <sup>th</sup>	Time sheet due	Social Determinants Reading		

EXHIBIT D – COURSE SYLLABUS

November 22 <sup>nd</sup>	Thanksgiving Break! Spend some time with your family and Friends!			
November 29 <sup>th</sup>	Time sheet due	Social Determinants Reading		
December 3 <sup>rd</sup>	Class Discussion Board Post #2 due at 5:00PM			Part of student's class participation grade
December 6 <sup>th</sup>	Student Perspective Assignment; Discussion Board Responses due at 5:00PM	Social Determinants Reading	FC-17	8; Responses are part of student's class participation grade
December 10 <sup>th</sup>	Final Time sheet due; <b>Social Determinants Essay Due;</b> <b>Two Work Product Deliverables and Deliverable Coversheets Due</b>		FC-6, FC-20, FC-22	20