



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION April 10, 2019

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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Philip M. Sacco
Minority Leader

March 25, 2019

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

FN 20 19-145
READ & FILED

Mr. Billard:

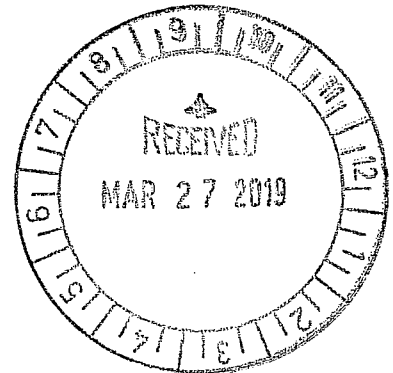
The New York State Department of Agriculture & Markets has certified the parcels submitted during the district review of Oneida County Agricultural District No. 3, Towns Boonville, Forestport, Steuben and Remsen.

Please file the attached as a "Read & File" docket to read "RE: NYS certification of properties added to Oneida County District No. 3 during eight-year review."

Respectfully,

Gerald J. Fiorini
Chairman of the Board

GJF:cd





Agriculture and Markets

ANDREW M. CUOMO
Governor

RICHARD A. BALL
Commissioner

Mikale Billard, Clerk
Oneida County Board of Legislators
County Office Building
800 Park Avenue
Utica, NY 13501

Dear Mr. Billard:

In accordance with Section 303-c of the Agriculture and Markets Law, the Oneida County Legislature submitted to me, by Resolution No. 398 from 2018, a district consolidation plan with modifications for the Oneida County Agricultural District #3.

Following review of the plan and its related documentation, I find that the plan is eligible for districting.

In accordance with the statutory procedures for certification of agricultural district review plans and in consultation with the state Advisory Council on Agriculture, I have determined that the District is consistent with state environmental plans, policies and objectives.

In consideration of my review of the plan, I hereby certify that:

- A. The District is eligible for districting.
- B. The District consists predominantly of viable agricultural land.
- C. The plan of the District is feasible.
- D. The District will serve the public interest by assisting in maintaining a viable agricultural industry within the District and the state.

The County is required to complete the next review of the Oneida County Agricultural District on or before February 28, 2027.

Signed and Sealed at the Town of Colonie,
County of Albany, NY

This 13th day of March 2019

Sincerely,

Richard A. Ball
Commissioner

cc: Brymer Humphreys, Chair, Oneida AFPB
Guy Sassaman Oneida County Department of Planning
Susan Hoskins, IRIS





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

March 25, 2019

Carl Annese, Chair
Upper Mohawk Valley Memorial Auditorium Authority
400 Oriskany Street West
Utica, New York 13502

FN 20 19-146

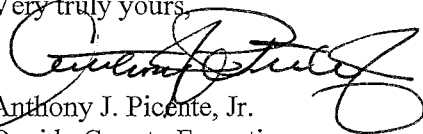
READ & FILED

Re: Appointment of Board Members

Dear Mr. Annese:

In accordance with §1942(1) of New York State Public Authorities Law, I am appointing Michael Parsons to fill one of the two positions created by the legislative amendment to §1942(1) effective July 31, 2018. Pursuant to the Statute, Mr. Parsons' initial term expires on December thirty-first, two thousand twenty-one. I am appointing Shawn Weiman to the second of the new positions. Mr. Weiman's initial term expires on December thirty-first two thousand twenty-two.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Cc: Michael Parsons
502 Court Street
Apartment 10
Utica, New York

Shawn Weiman
105 West Pine Street
Rome, New York 13440





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

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

March 21, 2019

FN 20 19-147

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Enclosed is a contract amendment to the agreement with MARCH Associates for additional professional consulting services required to reconstruct Rome Family Court Facilities at 301 W. Dominick Street, Rome.

Oneida County executed a contract with MARCH Associates to prepare plans and specifications for reconstruction of the Family Court facility at 301 W. Dominick St., Rome. The level of effort required to finalize plans and specifications, the project schedule, work phasing, and asbestos abatement monitoring efforts are all significantly greater than originally anticipated by Oneida County. These items require additional services from MARCH Associates and corresponding additional compensation. Work items and proposed compensation are as follows.

Additional Work Item	Proposed Additional Fee
Design Services	\$80,000.00
Construction Administration	\$27,000.00
Work Phasing/Scheduling	\$13,000.00
On-Site Project Representation	\$42,000.00
Asbestos Abatement Project Monitoring	\$21,000.00
Total Proposed Additional Fee	\$183,000.00

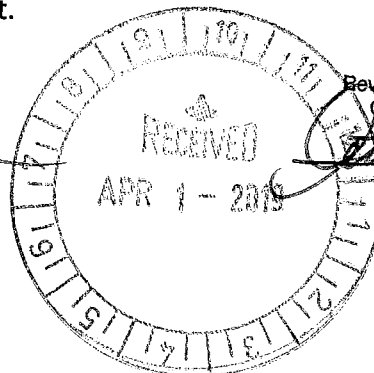
On January 31, 2019 the Oneida Count Board of Acquisition approved Amendment No. 1 to the aforementioned contract with MARCH Associates for the services described above for an additional lump sum fee of \$183,000.00. The revised fee total would be \$385,000.00.

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

Thank you for your continued support.

Sincerely,

Dennis S. Davis
 Commissioner



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

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

Date 4-1-19

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: MARCH Associates, Architects and Planners
 258 Genesee Street
 Utica, NY 13502

Title of Activity of Service: Professional Consulting Services
 301 W. Dominick Street
 Rome Family Court Reconstruction

Proposed Dates of Operation: Start on Execution – 12/31/2019 or end of project

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County executed a contract with MARCH Associates to prepare plans and specifications for reconstruction of the Family Court facility at 301 W. Dominick St., Rome. The level of effort required to finalize plans and specifications, the project schedule, work phasing, and asbestos abatement monitoring efforts are all significantly greater than originally anticipated by Oneida County. These items require additional services from MARCH Associates and corresponding additional compensation. Work items and proposed compensation are as follows.

Additional Work Item	Proposed Additional Fee
Design Services	\$80,000.00
Construction Administration	\$27,000.00
Work Phasing/Scheduling	\$13,000.00
On-Site Project Representation	\$42,000.00
Asbestos Abatement Project Monitoring	\$21,000.00
Total Proposed Additional Fee	\$183,000.00

The revised fee total would be \$385,000.00.

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

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-523
Total Funding Requested:	\$385,000.00
Oneida County Dept. Funding Recommendation:	\$385,000.00
Proposed Funding Sources	Federal: \$0.00
	State: \$0.00
	County: \$385,000.00
	Other: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Oneida County Family Court
Renovation
301 W. Dominick Street
Rome, New York

AGREEMENT INFORMATION:
Date: March 11, 2015

AMENDMENT INFORMATION:
Amendment Number: 001

Date: April 10, 2019

OWNER: *(name and address)*
Oneida County

800 Park Avenue
Utica, New York 13501

ARCHITECT: *(name and address)*
MARCH Associates, Architects and
Planners, P.C.
258 Genesee Street
Utica, New York 13502

The Owner and Architect amend the Agreement as follows:

The Architect shall provide additional professional consulting services, further defined in the Contract Documents, required to complete the following work items:

- Additional Design Services
- Construction Administration
- Work Phasing/Scheduling
- On-Site Project Representation
- Asbestos Abatement Project Monitoring

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

Compensation Adjustment:
Additional lump sum fee of \$183,000.00

Schedule Adjustment:
Contract completion date extended to December 31, 2019.

SIGNATURES:

MARCH Associates, Architects and
Planners, P.C.

Oneida County

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

Christopher J. Crolius, AIA

Anthony J. Picente, Jr.,
County Executive

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

3/8/19

DATE



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

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

March 21, 2019

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

FN 20 19-148

PUBLIC WORKS
 WAYS & MEANS

Dear County Executive Picente,

Enclosed is a contract amendment to the agreement with MARCH Associates for professional consulting services required to reconstruct the Oneida County Office Building 10th Floor.

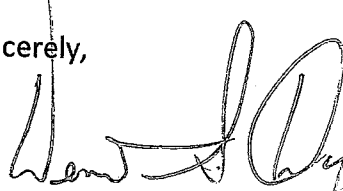
Oneida County contracted with MARCH Associates to prepare plans and specifications for the latest phase of asbestos abatement and reconstruction at the Oneida County Office Building. The original request for proposal and scope of work included asbestos abatement and reconstruction of the 9th floor. Subsequent to the contract award, the scope of work was modified to include asbestos abatement and reconstruction of the 10th floor and all work on the 9th floor was eliminated.

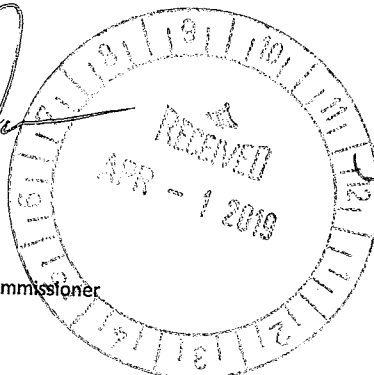
Following completion of schematic design for the 10th floor, it was determined that several significant work items beyond the original scope of work were required including the following: significantly increased asbestos abatement due to unusual ceiling to floor height and non-typical structural details; two reconstruction phases with separate bid packages; and dedicated HVAC systems for large conference rooms and the Board of Legislators chamber. These work items forced MARCH Associates to provide a significantly higher level of service and additional staffing to prepare plans and specifications for a successful project.

On February 13, 2019, the Oneida County Board of Acquisition and Contract accepted a proposal from MARCH Associates in the amount of \$138,000.00 to provide the additional design services noted above. This would increase the total fee for design services to \$317,000.00. The term begins upon execution and will terminate upon completion of the project, which is anticipated to be December 31, 2019.

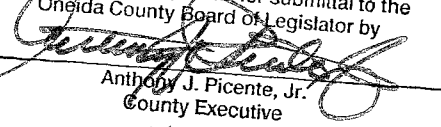
Please consider the enclosed contract amendment for the above mentioned services. If acceptable, please forward to the Oneida County Board of Legislators for approval. Thank you for your continued support.

Sincerely,


 Dennis S. Davis
 Commissioner



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


 Anthony J. Picente, Jr.
 County Executive

Date 4-1-19

cc: Mark E. Laramie, PE, Deputy Commissioner

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	MARCH Associates, Architects and Planners 258 Genesee Street Utica, NY 13502
Title of Activity of Service:	Professional Consulting Services Oneida County Office Building 10 th Floor Reconstruction
Proposed Dates of Operation:	Start on Execution to 12/31/2019 (or end of project)
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

This amends the contract with the vendor to include additional design services necessary to reconstruct the 10th Floor.

Following completion of schematic design for the 10th floor, it was determined that several significant work items beyond the original scope of work were required including the following: significantly increased asbestos abatement due to unusual ceiling to floor height and non-typical structural details; two reconstruction phases with separate bid packages; and dedicated HVAC systems for large conference rooms and the Board of Legislators chamber. These work items forced MARCH Associates to provide a significantly higher level of service and additional staffing to prepare plans and specifications for a successful project.

On February 13, 2019, the Oneida County Board of Acquisition and Contract accepted a proposal from MARCH Associates in the amount of \$138,000.00 to provide additional design services noted above. This would increase the total fee for design services to \$317,000.00.

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

3) Program Design and Staffing: N/A

4)Funding

	Account #:	H-305
	Total Funding Requested:	\$317,000.00
Oneida County Dept.	Funding Recommendation:	\$317,000.00
Proposed Funding Sources	Federal:	\$0.00
	State:	\$0.00
	County:	\$317,000.00
	Other:	\$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None



AIA[®]

Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Oneida County Office Building
Reconstruction - 10th Floor
800 Park Avenue
Utica, New York 13501

AGREEMENT INFORMATION:
Date: June 8, 2016

AMENDMENT INFORMATION:
Amendment Number: 001

Date: April 10, 2019

OWNER: *(name and address)*
Oneida County

800 Park Avenue
Utica, New York 13501

ARCHITECT: *(name and address)*
MARCH Associates, Architects and
Planners, P.C.
258 Genesee Street
Utica, New York 13502

The Owner and Architect amend the Agreement as follows:
The Architect shall provide additional professional consulting services required to complete the following work items:
Revise scope of work to include renovation of 10th floor vs 9th floor.
Develop separate bid packages for Executive and Legislative areas.
Develop bid package for upgrades and asbestos abatement on 9th floor.
Additional work associated with additional plumbing and HVAC systems.
Additional work associated with audio and visual systems in the Legislative Chambers.
Additional work associated with roof penetrations and dedicated HVAC systems.
Additional work associated with increased construction duration.

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

Compensation Adjustment:
Additional lump sum fee of \$138,000.00

Schedule Adjustment:
Contract completion date extended to December 31, 2019.

SIGNATURES:

MARCH Associates, Architects and
Planners, P.C.

Oneida County

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

SIGNATURE
Christopher J. Crolius,
AIA

SIGNATURE
Anthony J. Picente, Jr.,
County Executive

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

3/8/19

DATE



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

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

March 21, 2019

FN 20 19-149

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Enclosed is Amendment No. 1 to an agreement with Bonacci Architects for professional consulting services required to complete various facility improvement projects.

In 2017, Oneida County Contracted with Bonacci Architects to prepare plans and specifications for various facility improvement projects. Due to scheduling complications and additional design considerations several projects were rescheduled to begin spring 2019. This requires Bonacci Architects to provide additional construction administration services.

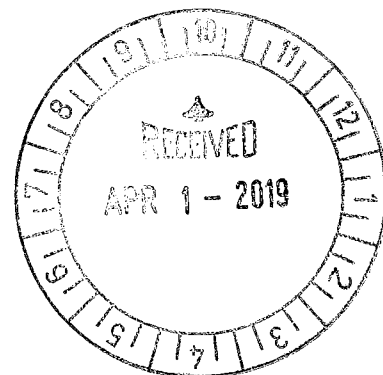
On January 16, 2019, the Oneida County Board of Acquisition and Contract approved Amendment No. 1 to the aforementioned agreement for the services described above. Amendment No. 1 includes additional compensation in the amount of \$5,700.00. The revised total fee would be \$115,800.00, and the term would be extended to December 31, 2019.

Please consider Amendment No. 1 and if acceptable, forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner



cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive
Date 4-1-19

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Bonacci Architects, PLLC 110 Fulton Avenue Utica, NY 13501
Title of Activity of Service:	2017 Facility Improvements Professional Consulting Services
Proposed Dates of Operation:	Start on Execution – 12/31/2019
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

Enclosed is Amendment No. 1 to a 2017 agreement with Bonacci Architects for professional consulting services required to complete various facility improvement projects. Due to scheduling complications and additional design considerations several projects were rescheduled to begin spring 2019. This requires Bonacci Architects to provide additional construction administration services. Amendment No. 1 includes additional compensation in the amount of \$5,700.00. The revised total fee would be \$115,800.00.

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

3) Program Design and Staffing: N/A

4)Funding

Account #:	H-473
Total Funding Requested:	\$115,800.00
Oneida County Dept. Funding Recommendation:	\$115,800.00
Proposed Funding Sources	Federal: \$0.00
	State: \$0.00
	County: \$115,800.00
	Other: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
2017 Facility Improvements

AGREEMENT INFORMATION:
Date: April 12, 2017

AMENDMENT INFORMATION:
Amendment Number: 001
Date: April 10, 2019

OWNER: *(name and address)*
Oneida County
800 Park Avenue
Utica, New York 13501

ARCHITECT: *(name and address)*
Bonacci Architects, PLLC
110 Fulton Street
Utica, New York 13501

The Owner and Architect amend the Agreement as follows:
The Architect shall provide additional construction administration services.

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

Compensation Adjustment:
Additional lump sum fee of \$5,700.00

Schedule Adjustment:
Substantial completion date extended to 12/31/2019.

SIGNATURES:

Bonacci Architects, PLLC

ARCHITECT *(Firm name)*

David J. Bonacci

SIGNATURE

David J. Bonacci
, AIA

PRINTED NAME AND TITLE

03.11.19

DATE

Oneida County

OWNER *(Firm name)*

SIGNATURE

Anthony J. Picente, Jr.
, County Executive

PRINTED NAME AND TITLE

DATE



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

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

March 25, 2019

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

FN 20 19-150

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The attached is a grant agreement that will fund the reconstruction of six structures in the Town of Paris.

Oneida County has been awarded a State and Municipal (SAM) Facilities program grant. A brief description follows.

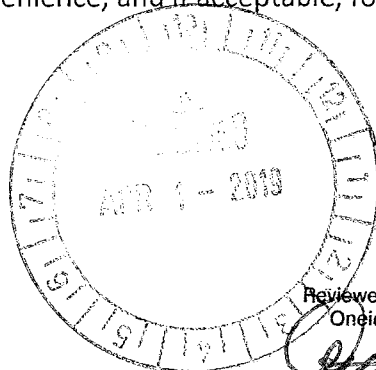
Funding Agency	Scope of Work	Grant Amount	County Match
DASNY (State and Municipal Facilities Program)	SAM Grant 7382 Replace Multiple Structures/Culverts 5 Structures, Holman City Road, Paris 1 Structure, Church Road, Paris	\$365,000.00	\$73,000.00
Total Estimated Cost		\$438,000.00	

DASNY is requesting completion and submittal of the enclosed Grantee Disbursement Agreement (GDA). Please consider at your earliest convenience, and if acceptable, forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
 Commissioner



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

Anthony J. Picente, Jr.
 County Executive

Date: 4-1-19

cc: Mark E. Laramie, PE, Deputy Commissioner

Oneida County Department: Public Works

Competing Proposal Only Respondent Sole Source RFP Other

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Grants Administration DASNY 515 Broadway Albany, NY 12207
Title of Activity of Service:	Grant State and Municipal Facilities Program
Proposed Dates of Operation:	Start on Execution – 12/31/2020
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County has been awarded a State and Municipal (SAM) Facilities program grant to fund the reconstruction of five structures on Holman City Road and one structure on Church Road, all in the Town of Paris.

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

3) Program Design and Staffing: N/A

4)Funding

Account #:	H-298
Total Funding Requested:	\$438,000.00
Oneida County Dept. Funding Recommendation:	\$438,000.00
Proposed Funding Sources	Federal: \$0.00
	State: \$365,000.00
	County: \$73,000.00
	Other: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):

515 Broadway
Albany, New York 12207
Contact: Karen Hunter
Phone: (518) 257-3177
E-mail: grants@dasny.org

THE GRANTEE:

County of Oneida
800 Park Avenue
Utica, NY 13501
Contact: Mr. Mark E. Laramie, P.E.
Phone: (315) 793-6236
Email: mlaramie@ocgov.net

THE PROJECT:

Design and Replacement of Culverts on
Holman City Road and Church Road

PROJECT LOCATION:

Oriskany, NY

PROJECT ADDRESS:

Church Road (CR20) and Holman City
Road (CR2), Town of Paris

GRANT AMOUNT:

\$365,500

FUNDING SOURCE:

State and Municipal Facilities Program
("SAM")

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT
INFORMATION SHEET DATE:**

03/28/16

DATE GDA SENT TO GRANTEE:

01/31/19

DATE AGREEMENT SIGNED BY GRANTEE:

DATE AGREEMENT SIGNED BY DASNY:

EXPIRATION DATE OF THIS AGREEMENT:

Project ID: 7382
FMS#: 144667
GranteeID: 687
GrantID: 8496

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (www.grantsreform.ny.gov) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
 - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
 - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
 - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
 - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.

- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.
 - iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) **Electronic Payments Program:** DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.

- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (www.grantsreform.ny.gov).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
- i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
 - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismitted or unstayed for an aggregate of thirty (30) days.
 - vi. The Grantee abandons the Project prior to its completion.
 - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

County of Oneida
Design and Replacement of Culverts on Holman City Road and Church Road
Project ID 7382

This agreement is entered into as of the latest date written below:

GRANTEE: COUNTY OF ONEIDA

(Signature of Grantee Authorized Officer)

Anthony J. Picente, Jr., County Executive

(Printed Name and Title)

Date: _____

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

(Signature of DASNY Authorized Officer)

(Printed Name)

Date: _____

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT A: Project Budget

County of Oneida
 Design and Replacement of Culverts on Holman City Road and Church Road
 Project ID 7382

USE OF FUNDS	TIMELINE		SOURCES				Total	
	Anticipated Dates**		DASNY Share	In-Kind/Equity/Sponsor		Other Sources		
	Start	End	Amount	Source Name	Entity Name	Amount		
Design and Replacement of Culverts on Holman City Road and Church Road	01May2019	31Dec2020	\$365,500				\$365,500	

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure all Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline above before returning to DASNY.

EXHIBIT B: Opinion of Counsel
ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue @ Utica, New York 13501-2975
(315) 798-5910 @ fax: (315) 798-5603
www.ocgov.net

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

DASNY
515 Broadway
Albany, New York 12207

Attn: Michael E. Cusack, General Counsel

*Re: State and Municipal Facilities Program ("SAM"? Grant
Design and Replacement of Culverts on Holman City Road and Church Road
Project ID 7382*

Ladies and Gentlemen:

I have acted as counsel to County of Oneida (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee, executed by the Grantee on the ___ day of _____, 2019 (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,

Linda Bylica Lark
Assistant County Attorney

Date



WE FINANCE, BUILD AND DELIVER.

Grant Programs

Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

SECTION I: GENERAL INFORMATION

- 1. GRANTEE (LEGALLY . NAME): Oneida County
- 2. FEDERAL EMPLOYER ID NO. (FEIN): 156000460
- 3. D/B/A – DOING BUSINESS AS (IF APPLICABLE): _____
COUNTY FILED: _____
- 4. WEBSITE ADDRESS (IF APPLICABLE): ocgov.net
- 5. BUSINESS E-MAIL ADDRESS: mlaramie@ocgov.net
- 6. PRINCIPAL PLACE OF BUSINESS ADDRESS: 800 Park Avenue, Utica, NY 13501
- 7. TELEPHONE NUMBER: 315.793.6236 7. FAX NUMBER: 315.768.6299
- 8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?
 YES NO

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

- 9. AUTHORIZED CONTACT:
NAME: Mark E. Laramie, P.E.
TITLE: Deputy Commissioner
TELEPHONE NUMBER: 315.793.6236 FAX NUMBER: 315.768.6299
E-MAIL: mlaramie@ocgov.net
- 10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? 221

Grantee FEIN: 156000460

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

- a) BUSINESS CORPORATION
- b) PUBLIC RESEARCH INSTITUTION
- c) ACADEMIC RESEARCH INSTITUTION
- d) NOT-FOR-PROFIT RESEARCH INSTITUTION
- e) NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF
A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION
- f) NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER: _____
- g) LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
- h) MUNICIPALITY
- i) UNIVERSITY/EDUCATIONAL ORGANIZATION
- j) OTHER – SPECIFY _____

12. PLEASE INDICATE WHETHER YOU BELIEVE THAT ANY OF THE INFORMATION SUPPLIED HEREIN IS
CONFIDENTIAL AND SHOULD BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION LAW:
 YES NO

IF YOU CHECKED "YES" YOU MUST IDENTIFY THE INFORMATION YOU FEEL IS CONFIDENTIAL BY
PLACING AN ASTERISK IN FRONT OF THE APPROPRIATE QUESTION NUMBER(S) AND YOU ARE
REQUESTED TO ATTACH AN ADDITIONAL SHEET(S) UPON WHICH THE BASIS FOR SUCH CLAIM(S) IS
EXPLAINED.

YOU MAY ALSO REQUEST THAT THE CONFIDENTIAL DOCUMENTATION BE REVIEWED AND RETURNED
TO YOU AND NOT RETAINED BY THE AUTHORITY. PLEASE BE ADVISED, HOWEVER, THAT THE
AUTHORITY MUST COMPLY IN ALL RESPECTS WITH THE FREEDOM OF INFORMATION LAW.

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

AS USED HEREIN IN THIS *GRANT PROGRAMS* GRANTEE QUESTIONNAIRE:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

B. GRANT AWARD

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT? YES NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT? YES NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY? YES NO

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE. _____

IF ANSWER IS "NO", PLEASE EXPLAIN:

4. DOES THE SPONSORING MEMBER(S) OR ANY RELATED PARTIES TO SPONSORING MEMBER(S) HAVE ANY FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE GRANTEE OR IN ANY OF THE GRANTEE'S EQUITY OWNERS, OR WILL THE SPONSORING MEMBERS OR ANY RELATED PARTIES TO SPONSORING MEMBERS RECEIVE ANY FINANCIAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY, FROM THE PROJECT FUNDED IN WHOLE OR IN PART WITH GRANT PROCEEDS? YES NO

IF THE ANSWER IS "YES", PLEASE PROVIDE DETAILS IN SEPARATE APPENDIX ATTACHED TO THIS CERTIFICATION.

SECTION III: DUE DILIGENCE QUESTIONS

1. DOES THE GRANTEE POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROJECT, GRANTEE'S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

YES NO

IF THE ANSWER IS "NO", PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATION IS EXPECTED.

2. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL CONTRACTS THE GRANTEE HAS ENTERED INTO WITH ANY NEW YORK STATE AGENCY, PUBLIC AUTHORITY, OR OTHER QUASI-STATE ENTITY, IN THE PAST FIVE (5) YEARS. PLEASE LIST THE NAME, ADDRESS AND CONTACT PERSON FOR THE CONTRACTING ENTITY, AS WELL AS THE CONTRACT EFFECTIVE DATES. ALSO PROVIDE STATE CONTRACT IDENTIFICATION NUMBER, IF KNOWN. N/A

3. WITHIN THE PAST FIVE (5) YEARS, HAS THE GRANTEE, ANY PRINCIPAL, OWNER, DIRECTOR, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), RELATED COMPANY OR AFFILIATE BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW? YES NO
- (b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS? YES NO
- (c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY? YES NO
- (d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT? YES NO
- (e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT? YES NO
- (f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY? YES NO

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY? YES NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT? YES NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE? YES NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION? YES NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE? YES NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE? YES NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS? YES NO
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS YES NO
 - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION YES NO
 - COVERAGE OR CLAIM REQUIREMENTS YES NO
 - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT) YES NO
 - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS YES NO
 - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS YES NO
 - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION? YES NO
 - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL? YES NO

FOR EACH YES ANSWER TO QUESTIONS 3A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

4. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE FAILED TO:

(a-1) FILE ANY RETURNS, INCLUDING, IF APPLICABLE, FEDERAL FORM 990, WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT ENTITY? YES NO

IF YES, IDENTIFY THE RETURN THAT WAS NOT FILED, THE TYPE OF FORM, THE YEAR(S) IN WHICH THE REQUIRED RETURN WAS NOT FILED, AND THE REASON WHY THE RETURN WAS NOT FILED: _____

(a-2) PAY ANY APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT TAXES? YES NO

IF YES, IDENTIFY THE TAXING JURISDICTION, TYPE OF TAX, LIABILITY YEAR(S) AND TAX LIABILITY AMOUNT THE GRANTEE FAILED TO PAY AND THE CURRENT STATUS OF THE LIABILITY: _____

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? YES NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY: _____

(c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION? YES NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: _____

5. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING? YES NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING GRANTEE OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: _____

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: _____

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: _____

IF CLOSED, PROVIDE THE DATE CLOSED: _____

CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN DASNY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING DASNY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT DASNY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT DASNY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY DASNY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

Signature of Authorized Officer

Anthony J. Picente, Jr.

Printed Name of Authorized Officer

County Executive

Title of Authorized Officer

Sworn to before me this ____ day
of _____, 201__.

Notary Public

Signature of Chair of the Board of Grantee
(or other Authorized Officer)

Gerald J. Fiorini

Print Name of Chair of the Board of Grantee
(or other Authorized Officer)

Sworn to before me this ____ day
of _____, 201__.

Notary Public

AFFIDAVIT OF NO CHANGE

Note: If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please sign and notarize this Affidavit of No Change Form and submit it along with your most recent copy of the previously submitted Grantee Questionnaire.

If you have never filled out a Grantee Questionnaire you do not have to complete this form.

DASNY

GRANTEE:

The undersigned, being duly sworn, deposes and says:

1. I am an officer of _____
_____ (hereinafter the "Grantee"),
which is currently entering in a Grant Disbursement Agreement with DASNY.

2. Grantee previously submitted a DASNY Grantee Questionnaire within the past six months notarized by the Grantee on _____ in connection with the _____ (Grant Program) for _____ (Project).

3. Attached is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.

4. I hereby certify that there has been no material change in the information pertaining to the Grantee Questionnaire:

NAME

TITLE

Sworn before me this _____ day of _____,

Notary Public

CONSENT ORDER OVERVIEW

On July 11, 2007, the County of Oneida entered into a Consent Order with the New York State Department of Environmental Conservation (NYSDEC) pertaining to wet weather discharges into the Mohawk River from the Sauquoit Creek Pumping Station. The Consent Order settled an enforcement action that had been brought by NYSDEC against the County since the County holds the permit for discharges from the sewer district to the river.

This State Pollutant Discharge Elimination System (SPDES) permit governs the discharge of sewage to the waters of the state. It authorizes the County to discharge treated effluent into the Mohawk River from Outfall 001 and a combined sewer overflow (CSO) discharge into the river from Outfall 002 at the Sauquoit Creek Pump Station.

A CSO results when a wastewater collection system, by design, conveys combined sewage by way of an overflow to the waters of the State when that collection system becomes overloaded, which can occur during periods of wet weather. An SSO results when a wastewater collection system, by design, includes sewage, but incidentally includes stormwater-related inflow and infiltration (I&I) discharges to state waters.

Following an inspection in early 2007, NYSDEC determined that the sewers connected to Outfall 002 were primarily sanitary sewers, thus this Outfall was a sanitary sewer overflow (SSO).

A subsequent Notice of Hearing and Complaint was served on the County, which contained four causes of action and a proposed consent order. The County began negotiating the terms of the consent order and responded to the complaint.

Had the County failed to agree a Consent Order, it would be liable for a penalty of up to \$37,500 per violation per day plus injunctive relief. By agreeing to the terms, it will instead pay a civil penalty of \$150,000 and complete required repairs and remediation according to a specific schedule and timetable mandated by the state.

According to the terms of the Consent Order, the County must take the following actions:

- Pay the civil penalty on the effective date of the order (July 11, 2007)
- Provide all Sauquoit Creek Pump Station tributary municipalities with a copy of the Order and submit proof of service to the DEC within two weeks of the effective date of the Order.
- Within six months of the effective date of the Order, submit a plan ensuring that any new connection to the collection system of Outfall 002 is offset by removal of I&I in an amount 5 times the flow the new connections are expected to contribute until discharges are in compliance with the permit.
- Submit to DEC for its approval any new connections and/or extensions prior to hook up, and submit certification that these comply with I&I offset requirements.
- Within five months of the effective date of the Order, submit to DEC for review and approval a flow management plan that includes a schedule of implementation.
- Within four months of the effective date of the Order, submit to DEC and inter-municipal sewer overflow response plan. The plan must be implemented within one month of receipt of the DEC's comments.
- Within six months, submit to DEC an engineering report evaluating remedial measures to reduce and/or treat discharges from Sauquoit Creek Pump Station until discharges from Outfall 002 are brought into compliance with the permit.

- Within four months of the effective date, submit proposed inter-municipal agreements and other enforceable legal documents ensuring the County's authority to implement the I&I offset program. These documents must be finalized within 30 days of receipt of the DEC's comments.

Within three years of the effective date, submit to DEC a plan of study, and an approvable plan and implementation schedule to bring Outfall 002 in compliance by October 31, 2014.

The execution of the Consent Order was the culmination of six months of settlement negotiations with the NYSDEC. Although the County believes it had meritorious defenses to the NYSDEC action, it chose to settle the matter expeditiously in order to provide a long-term solution for wet weather discharges to the river and to provide an immediate mechanism to allow development to continue throughout the Sauquoit Creek Pumping Station service area while these remediation projects are underway.

Grantee Questionnaire, Section III, Question 2

Listing of all contracts the Grantee has entered into with any New York State agency, public authority, or other Quasi-State entity, in the past five (5) years.

Oneida County has entered into a very large number of contracts with New York State agencies. Detailed information is available upon request.

EXHIBIT D: Disbursement Terms

County of Oneida
Design and Replacement of Culverts on Holman City Road and Church Road
Project ID 7382

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

County of Oneida
 Design and Replacement of Culverts on Holman City Road and Church Road
 Project ID 7382

For Office Use Only:		
FMS#: 144667	GranteeID: 687	GrantID: 8496

Payment Request #

For work completed between / / and / /

THIS REQUEST:

	A: DASNY SHARE*	B: THIS REQUEST.	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
\$	365,500			

* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the County of Oneida, for Project # 7382.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # [redacted] attached hereto in the amount of \$ [redacted] for which County of Oneida, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and County of Oneida (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of County of Oneida. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents (Please check off all that apply):
 - Readable copies of both front and back of canceled checks.
 - Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT E-1: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date _____

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant
Design and Replacement of Culverts on Holman City Road and Church Road
Project No. 7382*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR	
2) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
OR	
3) <input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose. The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at () _____.

Signature: _____

Print Name: _____ Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

County of Oneida
 Design and Replacement of Culverts on Holman City Road and Church Road
 Project ID 7382

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, 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) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer ("AAO")

Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise ("MBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) at least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

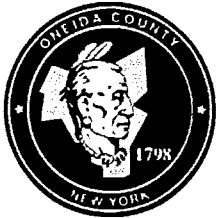
Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential MWBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified MWBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with MWBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise ("WBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.



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

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

February 22, 2019

FN 20 19-151

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Enclosed is an agreement for Oneida County to sublease space from the Workforce Development Board of Herkimer, Madison and Oneida Counties, Inc. (Workforce Development Board).

Both organizations currently lease adjoining office space at 209 Elizabeth Street in Utica directly from the landlord. The lease held by the Workforce Development Board has expired, and the lease held by Oneida County expires August 31, 2019. All of Oneida County Workforce Development's lease expenses are reimbursed by the Workforce Development Board. The office space of both organizations requires improvements including HVAC system upgrades, new carpet, and new paint. The Workforce Development Board has agreed to fund said improvements via an amended lease agreement with increased rates. To simplify processing lease payments the Workforce Development Board has proposed leasing all office space for both agencies and subleasing to Oneida County the office space for Oneida County Workforce Development Department for \$1.00 per year.

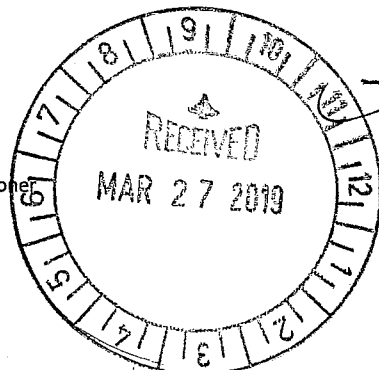
Please consider the enclosed sublease agreement with the Workforce Development Board for office space at 209 Elizabeth Street in Utica. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

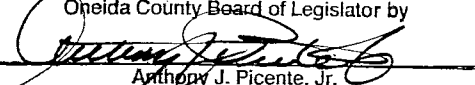
Sincerely,


 Dennis S. Davis
 Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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


 Anthony J. Picente, Jr.
 County Executive

Date 3-27-19

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Workforce Development Board of Herkimer, Madison and Oneida Counties, Inc. 209 Elizabeth Street, Utica, NY 13501
Title of Activity of Service:	Sublease Agreement
Proposed Dates of Operation:	March 1, 2019 – February 29, 2024
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

Enclosed is an agreement for Oneida County to sublease from the Workforce Development Board of Herkimer, Madison and Oneida Counties, Inc. (Workforce Development Board).

Both organizations currently lease adjoining office space at 209 Elizabeth Street in Utica directly from the landlord. The lease held by the Workforce Development Board has expired, and the lease held by Oneida County expires August 31, 2019. All of Oneida County Workforce Development's lease expenses are reimbursed by the Workforce Development Board. The office space of both organizations requires improvements including HVAC system upgrades, new carpet, and new paint. The Workforce Development Board has agreed to fund said improvements via an amended lease agreement with increased rates. To simplify processing lease payments the Workforce Development Board has proposed leasing all office space for both agencies and subleasing to Oneida County the office space for Oneida County Workforce Development Department for \$1.00 per year.

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

3) Program Design and Staffing: N/A

4)Funding

Account #:	N/A
Total Funding Requested:	\$5.00
Oneida County Dept. Funding Recommendation:	\$0.00
Proposed Funding Sources	Federal: \$0.00
	State: \$0.00
	County: \$5.00
	Other: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

SUBLEASE AGREEMENT

This Sublease Agreement is made the 1st day of March, 2019 between the **Workforce Development Board of Herkimer, Madison and Oneida Counties, Inc.** (hereinafter called "Sublessor") with its primary offices located at 209 Elizabeth Street, Utica, NY 13501, and the **County of Oneida** (hereinafter called "Sublessee") with its primary offices located at 800 Park Avenue, Utica, NY 13501 (collectively called the "Parties") in consideration of the covenants and agreements hereinafter mentioned on the part of Sublessee to be kept and performed at the following premises:

Approximately four thousand six hundred and seventy-six (4,676) square feet of space in the premises rented by Sublessor and located at 209 Elizabeth Street in the City of Utica, Oneida County, New York (hereinafter the "Demised Premises"). The actual rooms and square footage of each are show on **Attachment A**, attached hereto and incorporated herein.

1. TERM AND RENT

- a. Sublessee shall hold the Demised Premises for a term of **Five (5)** years commencing on March 1, 2019 and ending February 29, 2024 unless sooner terminated as hereinafter provided.
- b. Annual rent payment shall be One dollar and Zero cents (\$1.00). The provision of services to the community by Sublessee is deemed to be valuable consideration to Sublessor.

2. ASSIGNMENT

- a. Sublessee shall not assign this Sublease Agreement, or sublet the Demised Premises or any part thereof, or make any alterations therein, or any additions thereto without the express written consent of Sublessor. All additions, permanent fixtures or improvements including lighting and moldings, which may be made by Sublessee, except movable office furniture or other easily removable fixtures, shall become the property of Sublessor and remain upon the Demised Premises as a part thereof and be surrendered with the Demised Premises at the termination of this Sublease Agreement.

3. OPERATIONS

- a. Sublessee shall peaceably and quietly have, hold and enjoy the Demised Premises for use as its Workforce Development office and for furthering such related purposes.
- b. No other unrelated activities shall be permitted without the prior written consent of Sublessor.

4. MAINTENANCE

- a. Sublessor shall be responsible for providing all janitorial cleaning services and maintaining the Demised Premises during the term of this Sublease Agreement in a neat and sanitary condition. Sublessor agrees to dispose of all solid waste and all recyclable waste.

5. SECURITY

- a. Sublessor shall be responsible for securing said premises. Sublessee may provide additional security measures at their discretion.

6. JOINT USE OF COMMON AREAS

- a. Sublessee shall have the right to use all common areas of the premises, including hallways, stairways, and elevators.
- b. Sublessor makes no representations as to condition, fitness or utility of said common areas, except that such areas shall be neat, sanitary and regularly cleaned.

7. UTILITIES AND SERVICES

- a. Sublessor agrees to furnish Sublessee with heat, electricity, water and sewer service.
- b. Sublessee shall not utilize electricity supplied to the Demised Premises for electrical space heaters or air conditioning units or any additional electrical connections without the prior written consent of Sublessor.
- c. Sublessor shall not be responsible for any loss of income or suspension of Sublessee's service due to a delay or loss of heat, electricity, water or sewer service to the Demised Premises.

8. TELEPHONE AND DATA SERVICE

- a. Sublessee shall have the right to have telephone and data service installed at Sublessee's own expense. Sublessee, upon termination of this agreement, shall have the right to remove from the Demised Premises any telephones or equipment which are Sublessee's property. Establishment of telephone and data service must first be approved by Sublessor to assure proper installation and location thereof and such approval shall not be unreasonably delayed, withheld or conditioned.

9. ACCEPTANCE OF PREMISES

- a. Sublessee hereby accepts the Demised Premises in the condition they are in at the beginning of this Sublease Agreement, and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term excepting only reasonable wear and tear arising from the use thereof under this agreement.

10. SIGN AND SUPPORT INFORMATION

- a. Sublessee shall secure written approval from Sublessor prior to posting or installing permanent signage, notices, or any other item on the facility.

11. ACCESS BY HANDICAPPED

- a. At all times during the term of this Sublease Agreement, those portions of the property which are made available to Sublessee as an adjunct to or part of or along the way to the means of ingress and egress to the Demised Premises shall remain handicapped accessible and safe for the use of Sublessee's employees, agents and invitees.

12. ACCESS TO PREMISES BY SUBLESSOR

- a. Sublessee agrees that Sublessor, its agents and/or employees, shall have the right to enter into and upon the Demised Premises upon prior notice for the purpose of examining the same or determining whether repairs or alterations may be necessary for the safety and preservation thereof.

13. DAMAGES TO SUBLESSEE'S PROPERTY

- a. All personal property placed or moved into the Demised Premises shall be at the risk of Sublessee or owner thereof, and Sublessor shall not be liable for any damage to said personal property.

14. DAMAGE TO DEMISED PREMISES

- a. Sublessee shall be responsible for all damages to the Demised Premises caused by the negligence, wrongdoing, malfeasance or any act or failure to act on the part of Sublessee in the normal operation of the Demised Premises. Sublessee shall report to Sublessor any damages to said premises no later than ten (10) working days following the day upon which such damage was discovered.

15. DESTRUCTION OF PREMISES

- a. In the event the Demised Premises shall be destroyed or so damaged by fire or

other casualty during the term of this agreement, whereby said premises shall be rendered non-tenantable, then Sublessee shall have the right to terminate this Sublease Agreement upon fifteen (15) days' written notice.

16. INSURANCE

- a. Sublessor shall confirm and ensure that The Lemonade Tree, LLC, a limited liability company organized under the laws of the State of New York and having its primary office at 258 Genesee Street, Utica, NY 13502 (hereinafter called "Owner") maintains property (casualty) insurance on the Demised Property for the full replacement value (without deducting depreciation) thereof, which policy shall insure against loss or damage by perils customarily included under standard "all-risk" policies.
- b. Sublessor shall confirm and ensure Owner maintains for the mutual benefit of itself, Sublessor, and Sublessee, as their interests may appear, comprehensive general liability insurance against claims for death, personal injury and property damage, occurring upon, in or about the common areas of the Demised Property. Such insurance shall name Sublessor and Sublessee as an additional insured and shall be carried in a minimum amount of not less than One Million (\$1,000,000.00) Dollars for bodily injury or death to any one person or any number of persons in any one occurrence and not less than Five Hundred Thousand (\$500,000.) Dollars for property damage in any one occurrence.
- c. Sublessee shall maintain for the mutual benefit of Owner and Sublessor, as their interests may appear, comprehensive general liability insurance against claims for death, personal injury or property damage occurring upon, in or about the Demised Premises. Such insurance shall name Owner and Sublessor as an additional insured and shall be carried in the minimum amount of not less than One Million (\$1,000,000.) Dollars for bodily injury or death to any one person or any number of persons in any one occurrence and not less than Five Hundred Thousand (\$500,000.) Dollars for property damage in any one occurrence.

17. DEFAULT OF SUBLESSEE

- a. In the event that Sublessee defaults in the performance of any of the material covenants herein, after reasonable notice from Sublessor and opportunity to cure such default, it is mutually understood and agreed that Sublessor may terminate this Sublease Agreement and sue for non-payment of rent and re-enter said premises without resort to judicial process, or resort to any legal remedy available to Sublessor.

18. NOTICES

- a. All notices to be served upon Sublessee by Sublessor or upon Sublessor by Sublessee shall be in writing. Notices to Sublessee shall be addressed to Deputy Commissioner, Division of Engineering, Department of Public Works, 5999 Judd Road, Oriskany, New York 13424. Notices to Sublessor shall be addressed to: Executive Director, Workforce Development Board of Herkimer, Madison and Oneida Counties, Inc., 209 Elizabeth Street, Utica, New York 13501.

19. WAIVER

- a. No waiver of any breach or breaches of any provision or condition of this Sublease Agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of this Sublease Agreement or breach of same.

20. AMENDMENTS AND MODIFICATIONS

- a. This Sublease Agreement may be modified or amended only in writing, duly authorized and executed by Sublessor and Sublessee. It may not be modified or amended by oral agreements or understandings between the Parties.

21. SEVERABILITY

- a. If any part of this Sublease Agreement is invalid or illegal, then only that part shall be void and have no effect. All other parts of this Sublease Agreement shall remain in full force and effect.

22. CAPTIONS

- a. The captions of the various paragraphs of this Sublease Agreement are for convenience and reference purposes only. They are of no other effect.

23. RENEWAL

- a. This Sublease Agreement may be renewed, with the approval of the Oneida County Board of Legislators, for two (2) additional five (5) year terms.

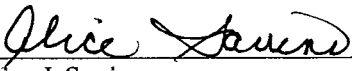
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IN WITNESS WHEREOF, the Parties hereto have executed this instrument for the purposes herein expressed, the day and year above first written.

County of Oneida:


Workforce Development Board of
Herkimer, Madison and Oneida
Counties, Inc.:

Anthony J. Picente, Jr.
County Executive



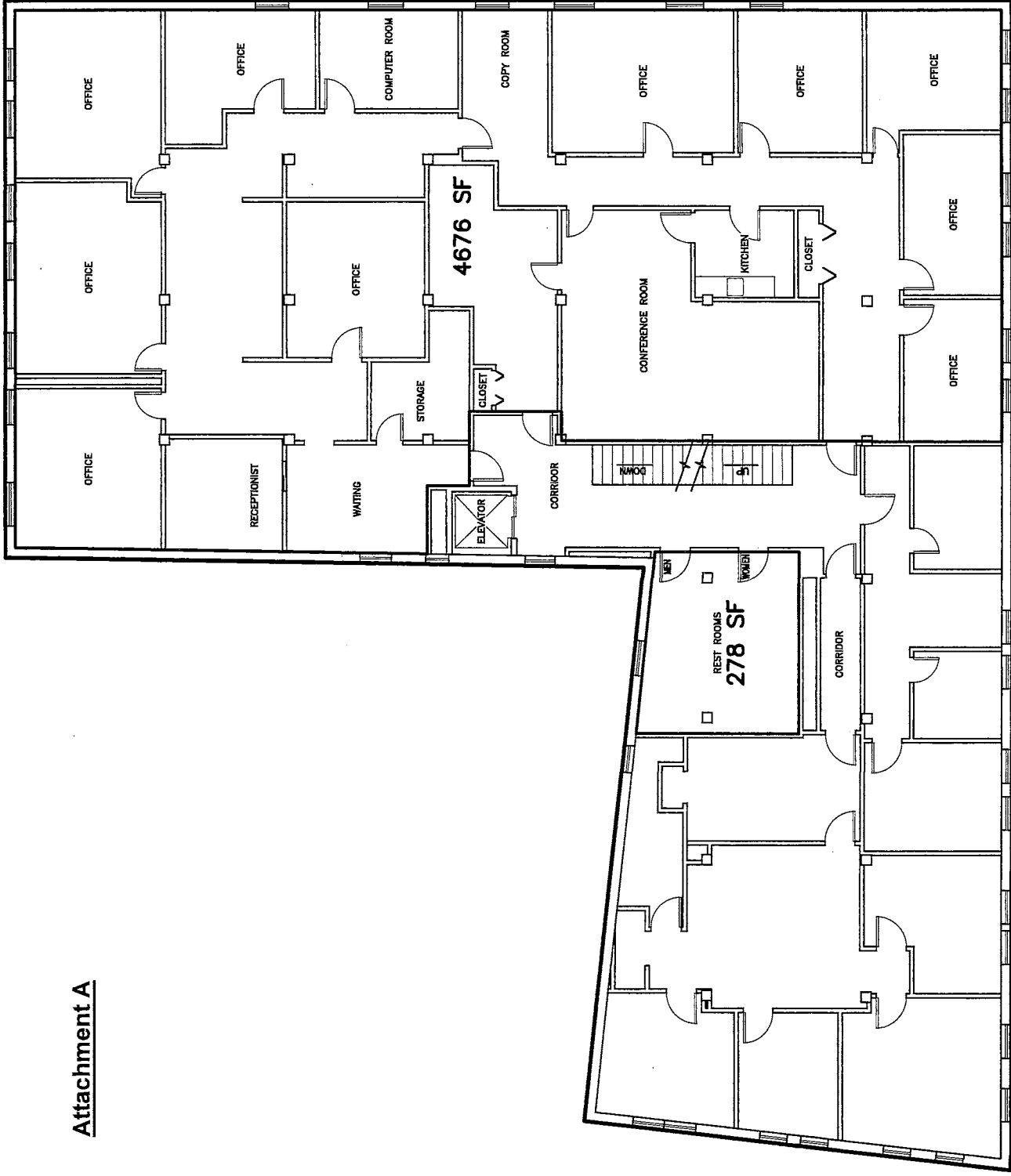
Alice J. Savino
Executive Director

Approved:



Linda Bylica Lark, Esq.
Assistant County Attorney

Attachment A



SECOND FLOOR
PAUL BUILDING
UTICA, NEW YORK

WORKFORCE DEVELOPMENT OFFICE
TOTAL 4954 SF

9/3/14



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

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

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

March 11, 2019

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

FN 20 19-152

PUBLIC WORKS

Re: Work Order #29, Amendment 6
Private property I/I Reduction Program Implementation-Phase 7
GHD Consulting Services, Inc.

WAYS & MEANS

Dear County Executive Picente:

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

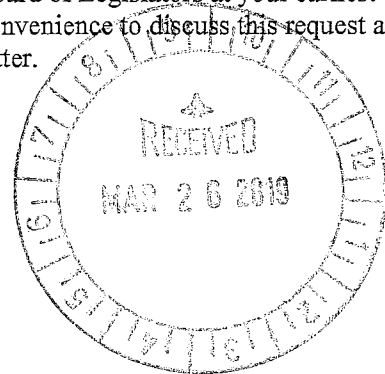
GHD has submitted for consideration Work Order #29, Amendment 6 which would cover Phase 7 of the implementation of a district-wide Private Inflow and Infiltration Reduction Program for FY2019. Implementing this program in the Sauquoit Creek Pumping Station service area is a requirement of the current NYSDEC consent order. Furthermore, the program is being implemented district-wide due to concerns over capacity at the Oneida County Water Pollution Control Plant.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$102,000. Funding for this work order will come from the Department 2019 operating budget as the program will now be implemented district-wide. It should be noted that part of this year's activities include a pilot I&I reduction project in the Town of New Hartford.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

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

Steven P. Devan, P.E.
Commissioner



Cc: Karl E. Schrantz, P.E. – O'Brien & Gere Engineering, Inc.
John Waters – WQ&WPC

Attachments: Six (6) copies of Work Order #29, Amendment 6
Contract Summary Sheet

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

Anthony J. Picente, Jr.
County Executive

Date 3-25-19

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

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

Title of Activity or Service: Work Order #29, Amendment 6
Private Property I/I Reduction
Program Implementation –Phase 7

Proposed Dates of Operation: FY2019

Client Population/Number to be Served: 110,000 people

Summary Statements

1) Narrative Description of Proposed Services: This work order covers the implementation of Phase 7 of a Private Inflow and Infiltration Reduction Program for the Oneida County Sewer District for FY2019.

2) Program/Service Objectives and Outcomes: The objective of the work order is to advance the key programmatic elements as outlined in the proposed PPII Reduction Program dated June 29, 2012 as well as those that developed out of the PPII Working Group collaboration.

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

Total Funding Requested: \$102,000 **Account #:** G8110.195

Oneida County Dept. Funding Recommendation: \$102,000

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding for this work order will be provided by the Department 2019 operating budget as it is district-wide.

Cost Per Client Served: \$0.93

Past Performance Data: Implementation of private I/I reduction is an arduous process.

O.C. Department Staff Comments: Implementation of this program is required by the NYSDEC consent order for the Sauquoit Creek Pumping Station service area and is being implemented for rest of the district due to capacity concerns at the Oneida County Water Pollution Control Plant.



**WORK ORDER NO. 29
AMENDMENT NO. 6**

PRIVATE PROPERTY I/I REDUCTION PROGRAM IMPLEMENTATION – PHASE 7

I. PROJECT UNDERSTANDING

Addressing the private property contribution of inflow and infiltration (I/I) is a key aspect to meeting the goals of the Oneida County Sewer District's overall sanitary sewer overflow (SSO) mitigation program. Previous efforts have, in conjunction with engineering consultation and input from the Steering Committee, focused on voluntary efforts, such as collecting data through physical inspections of private property, identifying pilot projects and funding opportunities, and educating the public on the benefits of eliminating illegal connections.

The intent of this amendment to Work Order 29 is to advance the PPII program to the next phase to ensure continued successful implementation. This includes the evolution of programmatic elements as outlined in the proposed PPII Reduction Program dated June 29, 2012 as well as those that developed out of Steering Committee and Working Group collaboration.

II. SCOPE OF SERVICES

A. Task 1: PPII Working Group

The Project Team will continue to collaborate with the Town/Village representatives who will be responsible for helping implement a community-based PPII reduction program. The June 29, 2012 Proposed PPII Framework plus topics of interest identified during subsequent PPII Working Group sessions will be the basis for further developing/enhancement of the plan. Progress reports will be prepared following each work session and technical documents developed as program elements are designed. Additional support will include:

1. Technical guidance and direction to municipal representatives at Working Group meetings, as well as coordination and follow-up between work sessions.
2. Engineering/technical coordination relative to the private property I/I program implementation.

B. Task 2 - Private Property I/I Reduction — Municipality Support and Long-term Program Development

This Work Order allocates budget to support Private Property I/I initiatives as determined by the municipalities. The effort will include:

1. Technical guidance to communities who identify PPII issues and who request support in identifying potential solutions.
2. Review and analysis of flow monitoring data versus water consumption data to assess the PPII impacts on sanitary sewer flow characteristics — locations determined by the Engineering Team.
3. Advancement of the PPII program in accordance with Oneida County Sewer Use Rules and Regulations, with a focus on:

- a) Developing District-wide facility inspection protocols/procedures that account for the unique composition and infrastructure status of each community;
 - b) Clarification on the right to inspect private property for illicit connections to the municipal sanitary sewer system, including review of the existing Oneida County Sewer Use Rules and Regulations and identifying potential recommended revisions as necessary. This task may involve discussions and input from the County Attorney;
 - c) Exploring incentive-based approaches to complete corrective measures that address illicit connections;
 - d) Investigating and developing enforcement measures for non-compliance;
 - e) Requirements for municipality participation;
 - f) Other items as may be determined through collaboration with community leaders and the Steering Committee.
4. Pilot Project – Clintonview Boulevard: Sewer Rehabilitation Contract 13 identified this neighborhood as having a potentially high wet weather influence from private property on the local collection system.
- a) The engineering team, in conjunction with the Town of New Hartford Sewer Department, intends to further evaluate this neighborhood through the review of prior inspection data, sanitary sewer lateral CCTV reports/videos, flow monitoring results (if any), interviews with property owners, property inspections, and preparation of a summary of findings report with recommendations for potential mitigation.
 - b) The information will be prepared for use by the Town/property owners in soliciting grant/funding opportunities to help offset the cost of the potential mitigation.
 - c) Residential mailings, questionnaires, and other informational materials previously prepared by the consultant team will be updated and utilized for this effort. This includes letters to homeowners and home inspection forms (Lucity based format), and conducting a property inventory of the pilot area.
 - d) The engineering team, in conjunction with the Town of New Hartford Sewer Department, will perform the home inspections. The team will also tabulate the home inspection results to prepare the summary of findings and evaluate areas for corrective actions.
 - e) Determine the I/I removal potential to be gained by the correction of defects and elimination of illicit discharges.
 - f) Extrapolation of system-wide I/I removal potential to be gained through system-wide implementation of a house inspection program.

C. Task 3: Project Management

Project management will include staffing and resource allocation, sub consultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. Karl Schrantz, P.E. from O'Brien and Gere will be the Project Manager for this Work Order. Michael Quinn, P.E. from GHD Consulting Services will serve as a lead Technical Advisor. Nancy Pattarini and Catherine Manion will be the Lead Project Coordinators from Paige Marketing Communications Group, Inc.

D. Task 4: Private Property Inflow/Infiltration (I/I) Community Education Program

As the Consent Order deadline approaches, member municipalities and residents will need to accelerate efforts to remove private property I/I from the system. This message must be clearly communicated to members of the public.

The goals of the private property I/I community education program are to provide understanding of the necessity of private property I/I reduction; provide residents with the information on how to make their I/I improvements; measure program results in order to show the effectiveness of the program toward compliance with the NYSDEC consent order; and guide future efforts of the District and District municipalities.

The project team will advance this task, including the following program components.

1. Direct Resident Communications

The project team will be responsible in 2019 for advancing this critical public information and education program through:

- a) Designing, drafting, editing and producing hard and digital copies of public information collateral for distribution through steering committee members and other municipal elected officials and staff;
- b) Planning and facilitating community education events, focus groups and public information briefings related to project activities.

2. Community Education/Information Materials Development

The project team will produce public information materials to support program messaging, including:

- a) Maintaining the project website (rippleeffectOCSD.org) to maintain transparency and enhance education efforts;
- b) Manage website content revisions as directed by County and consultation team leaders;
 - 1) Develop and post project information of importance to District residents, including construction schedules, upcoming private I/I initiatives such as home inspections, achievement of project milestones, cost and funding information, and other aspects of program implementation;
 - 2) Develop visuals and other illustrative materials to deliver user-friendly, easy-to-understand content.

3. Private Property I/I School Program

Data from a 2018 survey shows that, unlike in 2016, where those aged 35-44 were the least informed on all issues and prevention measures, all age groups are equally informed. This can likely be attributed to the success of the School Program, which teaches 5th grade students within the nine municipalities students how their families can really help reduce sanitary sewer overflows into the Mohawk River. The program is designed to show how simple steps at home can have a big impact on the Mohawk River. National studies show that children can directly influence the attitude and behavior of their parents towards the environment. 2019 efforts will build upon the popularity of the program to date. The next phase will include developing a PPII student education module that can be distributed to schools within the district to incorporate in their curriculum.

II. SCHEDULE

The work associated with this Work Order No. 29, Amendment No. 6 – Private Property I/I Reduction Program Implementation – Phase 7 will commence when authorized by Oneida County and will continue through December 31, 2019.

III. COMPENSATION

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated at \$102,000 as indicated in Table 1.
- B. Payments for the work will be due monthly based on statements submitted by GHD Consulting Services Inc., for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.
- D. Private Property I/I Reduction Program Implementation – the current Phase 6 budget (FY-2018) was closed out effective the close of business on December 31, 2018 with the balance of the unexpended budget applied to the District's fund balance.

IV. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 29, Amendment No. 6 (Phase 7) under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

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

Consultant

Client

GHD CONSULTING SERVICES INC.

COUNTY OF ONEIDA

By: Howard LaFever, P.E.

By: Anthony J. Picente, Jr.

Title: Principal

Title: County Executive

Signature: Howard B. LaFever

Signature: _____

Date: 3/19/19

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES, INC.**1.1 Hourly Rates**

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

Labor Category	Hourly Rate
Vice President/Technical Advisor	\$239.00
Senior Associate	\$225.00
Associate	\$190.00
Senior Project Manager	\$167.00
Senior Engineer	\$160.00
Project Manager	\$160.00
Project Engineer III	\$155.00
Project Engineer II	\$135.00
Project Engineer I	\$122.00
Engineer/Scientist II	\$115.00
Engineer/Scientist I	\$101.00
Architect	\$120.00
Managing Designer	\$155.00
Senior Designer	\$120.00
Designer	\$110.00
Junior Designer	\$96.00
Senior Drafter	\$90.00
Drafter	\$78.00
Technician	\$59.00
Senior Construction Project Representative	\$118.00
Construction Project Representative	\$113.00
Field Technician	\$59.00
Secretarial/Word Processing	\$74.00

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

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

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not Used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**ATTACHMENT A
RATE SCHEDULE**

1.0 O'BRIEN & GERE ENGINEERS, INC.

1.1 Hourly Rates

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

Labor Category	Hourly Rate
Project Officer	\$229.00
Project Manager 2/SME	\$195.00
Project Manager 1	\$187.00
Construction Project Manager 2	\$183.00
Construction Project Manager 1	\$167.00
Architect/Engineer/Scientist 3	\$130.00
Architect/Engineer/Scientist 2	\$112.00
Architect/Engineer/Scientist 1	\$85.00
Assistant Project Manager	\$112.00
Engineering Technician 3	\$98.00
Engineering Technician 2	\$94.00
Engineering Technician 1	\$72.00
Plant Operations Manager 1	\$160.00
Wastewater Operator – NYSDEC Class 4A	\$120.00
Wastewater Operator – NYSDEC Class 3A	\$112.00
Resident Project Representative 2	\$110.00
Intern	\$45.00
Administrative Assistant	\$77.00
Technical Typist	\$65.00

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

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

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

**ATTACHMENT A
RATE SCHEDULE**

1.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.

1.1 Hourly Rates

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

Labor Category	Hourly Rate
Principal	\$190.00
Creative Director	\$143.00
Web Developer	\$128.00
Program Planner/Strategist	\$119.00
Public Relations Manager	\$129.00
AV/Video Editor	\$143.00
Copy Writer	\$119.00
Graphic Designer	\$109.00
Public Relations Specialist	\$109.00
Production Specialist	\$90.00
Secretarial/Office Support	\$62.00

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

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

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

**ATTACHMENT A
RATE SCHEDULE**

1.0 TRM ENVIRONMENTAL CONSULTANTS, LLC

1.1 Hourly Rates

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

Labor Category	Hourly Rate
Engineering Intern	\$38.00
Field/Construction Representative	\$75.00
Consulting Engineer	\$96.00

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

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

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

TABLE 1

Fee Estimate
Work Order 29
Phase 7

Description	Task 1	Task 2	Task 3	Task 4	Total Hrs	Billing Rate 2019	Total Cost	Subtotals
	PPH Working Group	Mini Support and Program Development	Project Management	PPH Community Education				
CBidan & Sara Engineers, Inc.								
Project Officer					0	\$229.00	\$0.00	
Project Manager 2	16	48	40		104	\$195.00	\$20,280.00	
Project Manager 1					0	\$187.00	\$0.00	
Engineer 3					0	\$130.00	\$0.00	
Engineer/Scientist 2					0	\$112.00	\$0.00	
Engineer/Scientist 1					0	\$85.00	\$0.00	
Engineering Technician 3					0	\$88.00	\$0.00	
Engineering Technician 2					0	\$94.00	\$0.00	
Intern					0	\$45.00	\$0.00	
Administrative Assistant					0	\$77.00	\$0.00	
Technical Typist		7			7	\$65.00	\$455.00	\$20,735.00
GHD								
VPI/Principal					0	\$239.00	\$0.00	
Senior Associate					0	\$225.00	\$0.00	
Associate					64	\$190.00	\$12,160.00	
Project Manager/Sr. Engineer	16	48			40	\$160.00	\$6,400.00	
Project Engineer III					0	\$155.00	\$0.00	
Project Engineer I					0	\$135.00	\$0.00	
Project Engineer II		16			16	\$122.00	\$1,952.00	
Engineer/Scientist I					0	\$115.00	\$0.00	
Engineer/Scientist I					0	\$101.00	\$0.00	
Junior Designer					0	\$95.00	\$0.00	
Secretarial/Word Processing		4			4	\$74.00	\$296.00	\$20,808.00
Palgo Group								
Principal	25	4			49	\$190.00	\$9,310.00	
Creative Director				20	27	\$143.00	\$3,861.00	
Web Developer				27	22	\$128.00	\$2,816.00	
Program Planner/Strategist	8		7		15	\$119.00	\$1,785.00	
Public Relations Manager	30	12			70	\$129.00	\$9,030.00	
AV/Video Editor			32		32	\$143.00	\$4,576.00	
Copy Writer				15	15	\$119.00	\$1,785.00	
Graphic Designer	13			20	33	\$109.00	\$3,597.00	
Public Relations Specialist	10			20	30	\$109.00	\$3,270.00	
Production Specialist	10			10	20	\$90.00	\$1,800.00	
Project Administrator	30				30	\$62.00	\$1,860.00	\$43,690.00
Subtotal Labor	\$20,999.00	\$29,891.00	\$7,800.00	\$26,543.00	\$5.00	\$5.00	\$85,253.00	
Direct Expenses								
Travel	\$456.60	\$456.60	\$0.00	\$0.00	\$0.00	\$0.00	\$913.20	
Reproduction/Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Office Expenses	\$800.00	\$53.80	\$0.00	\$0.00	\$0.00	\$0.00	\$853.80	
Subcontractors	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	
Subtotal Disbursements	\$1,256.60	\$15,510.40	\$0.00	\$0.00	\$0.00	\$0.00	\$16,767.00	
PROJECT TOTAL	\$22,255.60	\$45,401.40	\$7,800.00	\$26,543.00	\$0.00	\$0.00	\$102,000.00	
								ESTIMATED COMPENSATION
								\$102,000.00



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

ANTHONY J. PICENTE, JR.
County Executive

ANNEMARIE AMBROSE
Director

FN 20 19-153

GOVERNMENT OPERATIONS

April 1, 2019

WAYS & MEANS

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

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

Anthony J. Picente, Jr.
County Executive

Date 4-2-19

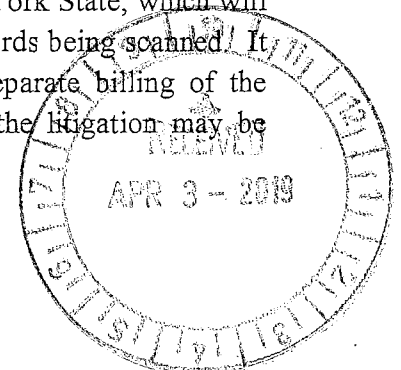
Subject: Integrated Strategic Systems Amendment

Dear Mr. Picente,

In order to reduce and eventually eliminate the storage of county documents in paper form, the Oneida County Information and Technology Department entered into a contract with Integrated Strategic Systems for onsite scanning. That contract was executed on October 12, 2018. The term of said contract began August 1, 2018 and ends on July 31, 2019.

This contract has thus far resulted in great success in scanning documents, with the contractor putting multiple teams in multiple locations to begin scanning and eliminating hard copies of files, which can then be shredded and disposed of. The efforts of the contractor have been so successful that we would like to continue to use their services for the remaining term of the contract, which would result in expenses being incurred by the County in excess of the amount that was originally allocated for this contract. Since the inception of the abovementioned contract, Integrated Strategic Systems has also begun scanning documents for the County in support of the pending Opioid Litigation, which has further added to the expense of the contract. I'm looking to increase the funding for this contract by a minimum of \$150,000.00 for the remainder of the current term. This will still be paid for through the H-472 Enterprise Content Management capital project.

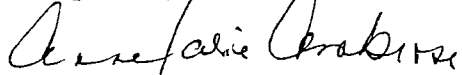
Due to the contractor's involvement in the Opioid Litigation scanning process, it has also now become necessary to amend the original agreement to include the County's standard Department of Social Services Addendum, along with certain terms required by New York State, which will act in concert to help to protect the confidentiality and integrity of the records being scanned. It is further necessary to amend the original agreement to provide for separate billing of the contractor's time relative to the Opioid Litigation so that the costs of the litigation may be accurately tracked and applied to the correct account.



If the attached amendment meets with your approval, please so indicate by endorsing this letter and forwarding it to the Board of Legislators for consideration at their next scheduled meeting. I am at your service to respond to any questions or concerns that you might have.

Thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in cursive script that reads "AnneMarie Ambrose".

AnneMarie Ambrose

Director

Attachments

Oneida Co. Department:
Information and Technology

Competing Proposal – YES
Only Respondent – NO
Sole Source RFP - N/A

Oneida County Board of Legislators

Name & Address of Vendor: Integrated Strategic Systems, Inc.
PO Box 3186
Syracuse NY 13220-3186

Title of Activity or Service: Amendment to agreement for
Professional Services for Onsite Scanning

Proposed Dates of Operation: August 1, 2018 – July 31, 2019

Client Population/Number to be Served: County Records Management (Enterprise
Content Management) and Opioid Litigation.

Summary Statements:

- 1. Narrative Description of Proposed Services:** This agreement will provide records scanning services to enter documents into Laserfiche for permanent storage and for Opioid Litigation purposes
- 2. Program/Service Objectives and Outcomes:** Reduction in the number of paper documents stored in the Westmoreland Records Center and provision of support for the County's pending Opioid Litigation.
- 3. Program Design and Staffing:** ISSYS will draw on the skillsets of all company resources to provide effective support.

Total Funding Requested: \$150,000 (minimum) **Account #:** *H- 472 for document storage*
A1930.1952 for Opioid Litigation

Oneida County Dept. Funding Recommendation: \$150,000.00

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

Cost per Client Served: N/A

Past Performance Data: ISSYS has provided excellent support for a variety of projects in Oneida County since 2012.

O.C. Departmental Staff Comments: This contract will assist the County Clerk in the reduction of paper records storage and will increase the digitalization of records for the County.

AMENDMENT

THIS AGREEMENT (the "Amendment") is by and between County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, having its principal offices located at 800 Park Avenue, Utica, New York, by and through its Department of Information Technology, hereinafter collectively referred to as the "County," and Integrated Strategic Systems, Inc., a corporation organized and existing under the laws of the State of New York, having its principal place of business located at 56 Gaymore Road, Port Jefferson, New York, hereinafter referred to as the "Contractor."

WITNESSETH

WHEREAS, the County and the Contractor entered into an agreement (Contract #66841) whereby the Contractor is providing the County with onsite scanning services for backfile conversion of documents, hereinafter referred to as the "Original Agreement." The Original Agreement is in effect from August 1, 2018 until July 31, 2019; and

WHEREAS, the initial scanning efforts by the Contractor have been extremely effective in eliminating hard-copy files from both current and long-term storage from several locations across the County, and the parties would like to see the Contractor's services extend beyond the original amount allocated to the Original Agreement; and

WHEREAS, the parties wish to amend the Original Agreement, to add more funding for continued scanning efforts, to include certain additional Addenda thereto pertaining specifically to the scanning of certain Department of Social Services documents, and to also ensure that the Contractor separately bills the County for those scanning services provided with respect to the County's pending opioid litigation.

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. The Contractor shall expand the number of personnel working on the scanning services provided in the Original Agreement, and the County shall continue to pay for these services at the rates agreed to in the Original Agreement.

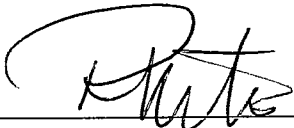
2. The parties agree and acknowledge that they have read, understood and agreed to all the terms contained in the attached Addendum II and Addendum III to this Amendment, and agree that these addenda apply in full force and effect to the Original Agreement.
3. The Contractor shall differentiate and specify all scanning services provided to the County in connection with the County's ongoing opioid litigation, and shall invoice the County separately for those services.
4. All other terms of the Original Agreement, dated August 1, 2018, not expressly modified herein, shall continue in full force and effect.

IN WITNESS WHEREOF the County and the Contractor have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

CONTRACTOR

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

By:  _____
Robert Nasto
President

Approved

Robert E. Pronteau, Assistant County Attorney

ADDENDUM II

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 five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and

will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder,

and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

ADDENDUM III

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES AND YOUTH BUREAU CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By Facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This AGREEMENT shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

INTEGRATED STRATEGIC SYSTEMS, INC.
NAME OF CONTRACTED AGENCY

ROBERT NASTO, PRESIDENT
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

3-18-2019
DATE



ONEIDA COUNTY BOARD OF ELECTIONS

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

Anthony J. Picente Jr.
County Executive

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

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

March 11, 2019

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

FN 20 19-154

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:


Attached please find a renewal of the subscription agreement between the County of Oneida and SOE Software Corporation (d/b/a SCYTL). Under this agreement, SCYTL provides Oneida County's Election Night Reporting (ENR), a Voter Education Portal (VEP), as well as other services and related software.

This renewal agreement is for a three-year term beginning June 15, 2019 and remaining in effect until June 14, 2022. The agreement includes an option to extend for up to two more one year periods. The total sum of this agreement is \$34,047 for the first three years, and is partially supported by a Voter Education grant from New York State in the amount of \$15,737.70.

If you agree with our request concerning this agreement, we would ask that you kindly indicate your approval by endorsing this letter and forwarding this agreement to the Board of Legislators for consideration at their next scheduled meeting. If you have any questions or would like to discuss this agreement in greater detail, please contact us at our office.

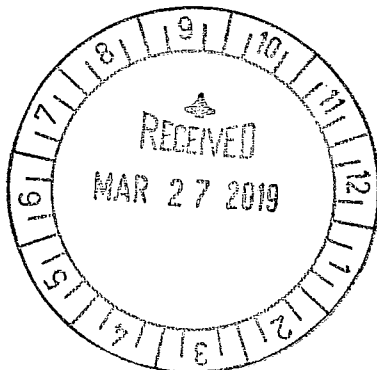
Thank you for your anticipated cooperation.

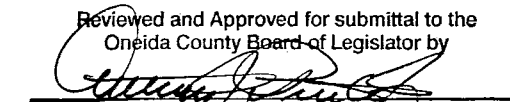
Sincerely,


Carolann N. Cardone
Democratic Commissioner


Rose Marie Grimaldi
Republican Commissioner

Attachment



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

Anthony J. Picente, Jr.
County Executive
Date 3-27-19

Oneida Co. Department: Board of Elections

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: SOE Software Corporation (d/b/a SCYTL)
111 N. Westshore Blvd.,
Suite 300
Tampa, FL 33607

Title of Activity or Service: Subscription Agreement for Election Night Reporting plus
a Voter Education Portal

Proposed Dates of Operation: June 15, 2019 – June 14, 2022

Client Population/Number to be served: Oneida County voters

Summary Statements

- 1) **Narrative Description of Proposed Services:** SOE Software Corporation (d/b/a SCYTL), will provide Election Night Reporting and also a Voter Education Portal (website) to the Oneida County Board of Elections.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$34,047 for the first three years **Account #1450.4981**

Oneida County Dept. Funding Recommendation: \$34,047 for the first three years

Proposed Funding Sources (Federal \$/ State \$/County \$):
NYS \$: \$15,737.70 County: \$18,309.30

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Total Subscription Agreement is \$34,047 for 3 years at the annual cost of \$11,349. Plus an option for two more years, which would bring the aggregate total over \$50,000. The annual cost of the Voter Education Portal is \$5,827 and the annual cost of the Election Night Reporting is \$5,522. The Voter Education Portal portion of the Agreement is 95% reimbursable through a Voter Education Grant with the NYS Board of Elections.

SUBSCRIPTION AGREEMENT
Between
ONEIDA COUNTY BOARD OF ELECTIONS
&
SOE SOFTWARE CORPORATION (d/b/a SCYTL)

PREAMBLE

This SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of this 15th day in the month of June, in the year of 2019 by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, by and through its Board of Elections, with principal offices located at 800 Park Avenue Utica, New York (the "Customer") and SOE Software Corporation (d/b/a SCYTL) a foreign business corporation organized and existing under the laws of the State of Florida, with principal offices located at 111 N. Westshore Blvd., Suite 300, Tampa, Florida ("SCYTL"). Collectively, SCYTL and the Customer shall be referred to as the "PARTIES" and each separately as a "PARTY."

RECITALS

- A. SCYTL is a technology company specializing in providing election management and online voting solutions. SCYTL has developed and is the rightful owner and/or the rightful Licensor of an Election Night Reporting Package, among other solutions (hereinafter referred to collectively as the "SOFTWARE").
- B. The Customer has decided to retain the services of SCYTL to provide the SOFTWARE on a SaaS model.
- C. The PARTIES desire to enter into this SaaS Agreement so as SCYTL will license the SOFTWARE to the Customer and provide it with associated services under the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the PARTIES agree as follows:

ARTICLE 1.- DEFINITIONS

- Documentation: means standard documentation including setup and back-office user guides in English
- Customer: means Oneida County, through its Board of Elections Office.
- SaaS: Software as a Service
- SCYTL: SOE SOFTWARE CORPORATION
- SOFTWARE: Election Night Reporting, also known as ENR and Voter Education website, also known as Connect.
- Subscription: the services and license provided by SCYTL to the Customer under the terms and conditions of this Agreement as defined in Articles 2 and 3.

ARTICLE 2.- SOFTWARE SUBSCRIPTION

2.1. Provision of the SOFTWARE. Under the terms and conditions hereunder agreed SCYTL provides the Customer with (i) the SOFTWARE as SaaS; (ii) maintenance and support services as defined in Article 4; and (iii) hosting for the SOFTWARE (all of them referred hereinafter collectively as the "Subscription").

2.2. Grant of License. Subject to the terms and conditions of this Agreement and payment of the Subscription fees, SCYTL hereby grants the Customer a non-exclusive, non-perpetual, non-transferable license to use the SOFTWARE and the Documentation for internal purposes.

2.3. Reservation of Rights. The PARTIES agree and acknowledge that the SOFTWARE and Documentation are licensed, not sold. SCYTL and its affiliates own and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights), in and to the SOFTWARE and Documentation and any copies, corrections, bug fixes, enhancements, modifications, updates, upgrades, or new versions thereof, all of which shall be deemed part of the SOFTWARE, as the case may be, and subject to all of the provisions of this Agreement. The Customer shall keep the SOFTWARE and Documentation free and clear of all liens, encumbrances and/or security interests. No rights are granted to the Customer pursuant to this Agreement other than as expressly set forth in this Agreement.

2.4. Restrictions. The Customer shall not (and shall not allow its customers or any third party) to: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE and/or Documentation, except to the extent that such restriction is permitted by applicable law; (b) circumvent any user limits or other license timing or use restrictions that are built into the SOFTWARE; (c) sell, resell, rent, lend, transfer, distribute, license, sublicense or grant any rights in the SOFTWARE and/or Documentation in any form to any person without the written consent of SCYTL except for the right to authorize the use of the SOFTWARE by its customers under the terms and conditions hereunder agreed; (d) remove any proprietary notices, labels, or marks from the SOFTWARE and/or Documentation except those trademarks which are configurable; (e) unbundle any component of the SOFTWARE and/or Documentation; (f) build a product or service that is competitive with the SOFTWARE; (g) copy any ideas, features, functions or graphics of the SOFTWARE and/or Documentation; (h) copy, frame or mirror any part of the SOFTWARE; (i) permit any third party to access the SOFTWARE or (j) use the SOFTWARE and/or the Documentation in violation of applicable laws.

ARTICLE 3.- HOSTING AND INSTALLATION

3.1. SCYTL shall provide the Customer with the following services included in the Subscription Fee (as hereinafter defined) as defined in Article 2.

- a. Hosting of the SOFTWARE in SCYTL's servers in a cloud-hosted data center rented by SCYTL located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty-four (24) hours per day except for scheduled maintenance.
- b. Installation, test and initial system set up in the servers in the data center.
- c. Standard documentation including setup and back-office user guides in English.

3.2. SCYTL shall provide the Customer with the following hosting support and service level:

- a. Availability of 99.9% uptime (excluding scheduled maintenance windows).
- b. Reporting tools will be available upon request to show historic data.
- c. Full infrastructure and network redundancy using distributed cloud locations.

ARTICLE 4.- MAINTENANCE AND SUPPORT

4.1. During the term of this Agreement SCYTL shall provide the Customer with maintenance services and third level support in accordance with the Service Level Agreement attached hereto as an Appendix 1, being an integral part of this Agreement, which shall consist of (i) the updating and upgrading of the SOFTWARE and (ii) the modification and/or adaptation of the SOFTWARE in order to correct and solve any defects, errors or malfunctions in the SOFTWARE; (iii) SCYTL Support and Maintenance Services for Election Night Reporting shall include eight (8) hours annually, SCYTL Support and Maintenance Services for Voter Connect include thirty (30) hours annually. These hours are valid only during the contract year. SCYTL will notify the customer in advance when the hours are exhausted, and the customer may request an update at any time.

4.2 The PARTIES have appointed the following persons as their respective Single Point of Contact (SPOC)

CUSTOMER:

Rose Marie Grimaldi -- Commissioner – Republican
Carolann N. Cardone – Commissioner - Democrat

SCYTL: Wendy Williams, Client Services Director
Email: wendy.williams@scytl.com

ARTICLE 5.- CUSTOMER AND CUSTOMER DATA

5.1. As between SCYTL and the Customer, Customer exclusively owns all rights, title and interest in and to all its data.

5.2. SCYTL shall not access Customer's data, except to prevent or respond to service or technical problems, or otherwise at Customer request. SCYTL shall not disclose any Customer data except as compelled by law or as expressly permitted in writing by Customer.

ARTICLE 6.- DATA PROTECTION

6.1. In order to provide Maintenance and Support Services, under this Agreement SCYTL may need to have access to or process personal data under the control of the Customer. In that case, SCYTL, as data processor, undertakes to comply with the requirements set forth in the applicable data protection laws and regulations and, in particular:

- a. to process the personal data only in accordance with the instructions provided by the Customer as data controller;
- b. to not apply or use the personal data for a purpose other than set out in this Agreement; and

- c. to not communicate the personal data to other persons even for their preservation.

6.2. SCTYL warrants having in place the required security measures to avoid loss or unauthorized access or use of the personal data to be processed by SCTYL on behalf of the Customer under this Agreement.

6.3. Upon termination of this Agreement pursuant to Article 8, SCYTL shall destroy or return to the Customer the personal data processed by SCYTL on behalf of the Customer under this Agreement, together with any support or other documentation, in any form, containing personal data.

ARTICLE 7.- CUSTOMER RESPONSIBILITIES.

7.1. The Customer is responsible for all activities that occur in its accounts and for its compliance with the Subscription Agreement.

7.2. The Customer shall: (i) use best practices and 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 SOFTWARE, and notify SCYTL promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, provincial, federal and foreign laws in using the SOFTWARE.

7.3. The CUSTOMER acknowledges that SCYTL's ability to deliver the SOFTWARE and the related services is dependent upon Customer's full and timely cooperation with SCYTL.

7.4. SCYTL will not be liable for any delays in the delivery caused by Customer or resulting from Customer's failure to fulfil any of its obligations.

ARTICLE 8.- SUBSCRIPTION TERM AND TERMINATION

8.1. This Agreement shall be valid and remain in full force and effect for a term of three (3) years as of the date of execution by both PARTIES (the "Effective Date"). This initial three year term shall be known as the "Initial Term."

8.2. By mutual agreement, the PARTIES may, but shall not be obliged to, renew this Agreement in writing for two additional one year terms (each such new term the "Renewal Term").

8.3. This Agreement may be terminated, within the Initial Term or any Renewal Term, for cause upon thirty (30) calendar days prior written notice in the event a PARTY hereto:

- a. Is in material breach of this Agreement and fails to remedy such breach within thirty (30) calendar days after receipt of prior written notice by the non-defaulting PARTY pursuant to Article 17.1 of this Agreement.
- b. Does not pay the yearly Subscription Fee, after being requested in writing to do so by SCYTL and without prejudice of the interests set forth in Article 9.6.
- c. Becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.4. Upon termination or expiration of this Agreement the Customer shall, unless otherwise set forth in this Article 8, immediately cease the use of the SOFTWARE, and if applicable, delete and/or destroy all copies of the SOFTWARE .

8.5. Termination shall not relieve the CUSTOMER of the obligation to pay any fees accrued or payable to SCYTL prior to the effective date of termination.

ARTICLE 9.- FEES FOR SUBSCRIPTION AND OTHER SERVICES

9.1. The Customer shall pay to SCYTL as the price of the Subscription (the "Subscription Fee") for the Initial Term the following fees per year which will be paid upfront at the beginning of each year term:

Service	Fee	Invoicing Date
Election Night Reporting	\$5,522.00	June 15, 2019
Connect – Voter Education	\$5,827.00	
Total fees 2019	\$11,349.00	
Election Night Reporting	\$5,522.00	June 15, 2020
Connect – Voter Education	\$5,827.00	
Total fees 2020	\$11,349.00	
Election Night Reporting	\$5,522.00	June 15, 2021
Connect – Voter Education	\$5,827.00	
Total fees 2021	\$11,349.00	

9.2. At least ninety (90) days from the end of the Initial Term, the PARTIES agree to review this Agreement and, should both PARTIES agree to renew or extend the Subscription, SCYTL may increase the license fee for any Renewal Term with thirty (30) days' prior notice to Customer, if the PARTIES both agree.

9.3. Unless otherwise provided to the contrary in this Agreement, all fees are non-cancellable, non-refundable and cannot be decreased during the relevant Subscription Term and will be maintained for up to one hundred and thirty-three thousand (133,000) registered voters.

9.4. All Subscription Fees, whether for the Initial Term or any of the Renewal Terms, are exclusive of taxes.

ARTICLE 10 - SCOPE AND LIMITATION OF AFFILIATE'S AUTHORITY

Nothing in this Agreement shall be deemed to create an agency relationship or the relationship of employer and employee, master and servant, franchiser and franchisee, partnership or joint venture between the PARTIES. It is understood that the relationship between SCYTL and the Customer shall be that of independent contractors.

None of SCYTL's officers, agents, directors or employees shall be considered employees of the Customer for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. SCYTL, in accordance with SCYTL's status as an independent contractor, covenants and agrees that SCYTL's officers, agents, directors and employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the Customer by reason thereof, and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Customer.

ARTICLE 11. - CONFIDENTIAL INFORMATION

11.1. Each PARTY agrees and shall undertake to ensure that any and all information received by it in connection with this Agreement which is derived from the Agreement or another PARTY (however acquired and in whatever form) and which is designated by means of appropriate text to be or otherwise should be seen to be of a proprietary or confidential nature shall be treated by it as confidential, and neither PARTY shall disclose all or any part of it to any third-party or otherwise seek to exploit all or any part of it without the prior written consent of the other PARTY. This Article 11 shall not apply to information which at any time comes into the public domain through no fault of any PARTY.

11.2. Each PARTY agrees to make all reasonable efforts to prevent any of its employees or personnel or any other person(s) from obtaining or making any unauthorized use of, or affecting any disclosure of, any confidential information.

11.3. Any confidential information furnished by a PARTY shall remain the property of the PARTY from which it is derived and, upon termination of this Agreement for any cause whatsoever, the other PARTY shall cease to use the same and shall destroy or return the same to the PARTY from which it is derived together with all related documents and copies.

11.4. Notwithstanding Article 8 with respect to the term of this Agreement, the obligations in this Article 11 shall bind the PARTIES during any term of this Agreement and for three (3) years after this Agreement is terminated for whatever cause.

11.5. This Agreement imposes no obligation upon a recipient with respect to confidential information which (a) was known to the recipient before receipt from the discloser; (b) is or becomes publicly available through no fault of the recipient; (c) is rightfully received by the recipient from a third party without a duty of confidentiality; (d) is disclosed by the discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the recipient without a breach of this Agreement; or (f) is disclosed by the recipient, without a confidentiality requirement imposed on the third party receiving the disclosure, with the discloser's prior written approval. If a recipient is required by a government body or court of law to disclose confidential information, the recipient agrees to give the discloser reasonable advance notice so that discloser may contest the disclosure or seek a protective order.

ARTICLE 12.- WARRANTIES AND DISCLAIMERS

12.1. SCYTL represents and warrants that (i) the SOFTWARE will perform materially in accordance with the specifications and requirements of Appendix I for the Subscription Term; (ii) the SOFTWARE

will not contain any malicious code at the time of delivery to the Customer; (iii) SCYTL owns the rights in the SOFTWARE and Documentation to grant to the Customer the rights to use the SOFTWARE and Documentation granted herein; and (iv) to its knowledge, the SOFTWARE and Documentation do not infringe any intellectual property rights of any third party. SCYTL does not warrant, however, that the Customer's use of the SOFTWARE will be uninterrupted and that the operation of the SOFTWARE will be error-free.

12.2. In the event of a breach during the applicable warranty period of one or more of the warranties set forth in Section 12.1 hereof, SCYTL shall use reasonable commercial efforts to correct such breach of the warranty. If SCYTL is unable to remedy the breach of warranty within a reasonable time, SCYTL shall refund the purchase price of the SOFTWARE.

12.3. The foregoing warranty is only applicable if SCYTL receives written notice of a breach of warranty within thirty (30) days after the end of the applicable warranty period. Such notice must contain sufficient information regarding the circumstances under which the warranty breach can be observed. The warranty shall not apply to the extent that the breach is caused by misuse, negligence, accident, unauthorized modification, alteration, customization or repair, improper operation or maintenance.

12.4. THE WARRANTIES SET OUT IN SECTION 12 HEREOF ARE THE ONLY WARRANTIES PROVIDED BY SCYTL AND THE REMEDIES SET OUT IN SECTION 12.2 HEREOF ARE THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER FOR A BREACH OF WARRANTY.

ARTICLE 13.- INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

13.1. Subject to this Agreement, SCYTL shall defend, indemnify and hold the Customer harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings made or brought against the Customer by a third party alleging that the use of the SOFTWARE and Documentation as contemplated hereunder infringes the intellectual property rights of a third party (each an "Infringement Claim"); provided, that the Customer (a) promptly gives written notice of the Infringement Claim to SCYTL; (b) gives SCYTL sole control of the defence and settlement of the Infringement Claim (provided that SCYTL may not settle or defend any Infringement Claim unless it unconditionally releases the Customer of all liability); and (c) provides to SCYTL all reasonable assistance and information.

13.2. If (a) SCYTL becomes aware of an actual or potential Infringement Claim, or (b) the Customer provides SCYTL with notice of an actual or potential Infringement Claim, SCYTL may (or in the case of an injunction against the Customer, shall), at SCYTL's sole option and determination: (i) procure for the Customer the right to continue to use the SOFTWARE; or (ii) replace or modify the SOFTWARE with equivalent or better SOFTWARE so that the Customer's use is no longer infringing; or (iii) if (i) and (ii) are not commercially reasonable, as determined by SCYTL in its sole discretion, terminate the license(s) for such SOFTWARE and refund to the Customer that portion of any prepaid subscription fees that is applicable to the period following the termination of the Subscription pursuant to this Section 13, less any outstanding moneys owed on such affected portion of the SOFTWARE.

13.3. The indemnity in this Article does not extend to (1) any Infringement Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the SOFTWARE furnished by SCYTL with other products, SOFTWARE or services not provided or approved by SCYTL, other than SOFTWARE designed by SCYTL

with certain commercial hardware or other commercially available SOFTWARE, if such infringement would have been avoided but for such combination; (2) any Infringement Claim related to or in connection with any modification of the SOFTWARE by anyone other than SCYTL if such infringement would have been avoided but for such combination; (3) any Infringement Claim in respect to any version of the SOFTWARE other than the most current version; or (4) any use, distribution, sublicensing or exercise of any other right outside the scope of the licenses granted in this Agreement.

13.4. THIS ARTICLE 13 CONTAINS SCYTL'S ENTIRE LIABILITY, AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, FOR INFRINGEMENT CLAIMS.

ARTICLE 14.- INDEMNIFICATION

The Customer shall defend, indemnify and hold SCYTL harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or proceedings made or brought against SCYTL by a third party alleging that the Customer's data or the Customer's use of the SOFTWARE and Documentation in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that SCYTL (a) promptly gives written notice of the third party claim to the Customer; (b) gives the Customer sole control of the defence and settlement of the third party claim (provided that the Customer may not settle or defend any third party claim unless it unconditionally releases SCYTL of all liability); and (c) provides to the Customer, at the Customer's cost, all reasonable assistance and information.

To the fullest extent permitted by applicable law, SCYTL shall indemnify and hold harmless, and at the Customer's option, defend, the Customer, 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 Customer caused by any negligent act or omission, or intentional misconduct of SCYTL, its officers, agents, employees (including SCYTL's authorized personnel) arising out of or in connection with the exercise by SCYTL or any of SCYTL'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 Customer.

ARTICLE 15.- LIMITATION OF LIABILITY

15.1. SUBJECT TO SECTION 15.3. HEREOF, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS).

15.2. Limitation of Liability. SUBJECT TO SECTION 15.3 HEREOF, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF FOR ALL CLAIMS, COSTS, LOSSES AND DAMAGES EXCEED THE AMOUNTS

ACTUALLY PAID BY AND DUE FROM THE CUSTOMER HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

15.3. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) INDEMNIFICATION CLAIMS, (III) DAMAGES ARISING FROM INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; (IV) ANY CLAIMS FOR NON-PAYMENT, (V) FRAUD OR WILLFUL MISCONDUCT, OR (VI) BODILY INJURY OR DEATH.

ARTICLE 16.-NOTICES

16.1. All notices given pursuant to this Agreement shall be given personally or be sent by facsimile, e-mail or hand delivery; or by express delivery/courier service to a PARTY's address set forth in Articles 16.2 and 16.3, with all postage or other charges of conveyance prepaid and shall be effective upon the actual receipt thereof.

16.2. Unless and until otherwise notified to SCYTL, Customer's address for the purposes of this Agreement shall be:

ONEIDA COUNTY BOARD OF ELECTIONS

321 Main Street
Utica, NY 13501

Attention: Rose Grimaldi – Commissioner – Republican
Carolann N. Cardone – Commissioner – Democrat
E-mail: rgrimaldi@ocgov.net
cacardone@ocgov.net

16.3. Unless and until otherwise notified to the Customer, SCYTL's address for the purposes of this Agreement shall be:

SOE SOFTWARE CORPORATION

1111 N. Westshore Blvd. Suite 300
Tampa, FL 33607
Attention: Jonathan Brill
Email: jonathan.brill@scytl.com

c.c.: SCYTL Secure Electronic Voting S. A.
Enric Granados 84
08008 Barcelona, Spain
Attention: Mrs. Belen Gabutti
Email: belen.gabutti@scytl.com

ARTICLE 17 - OTHER PROVISIONS

17.1. Cure Any failure by a PARTY to meet any of its obligations under this Agreement, must be brought to the other PARTY's attention, in writing. The defaulting PARTY shall have thirty (30) days after receiving such notification to cure such failure and meet its obligations.

17.2. No Waivers The failure of either PARTY to this Agreement to exercise any of its rights hereunder upon breach by the other PARTY or any condition, covenant or provision contained in this Agreement shall not be construed as a waiver thereof, nor as a waiver of the same or any other default subsequently occurring.

17.3. Headings The headings of the articles and sections in this Agreement are employed, and are for, the convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meanings of the PARTIES.

17.4. Severability If any provision of this Agreement is determined to be unenforceable, the remaining provisions of the Agreement shall remain in effect to the extent possible in the absence of the unenforceable provision.

17.5. Authority Each PARTY represents and warrants that the undersigned has full authority to execute this Agreement and to bind the PARTY to the terms and provisions herein.

17.6. Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

17.7 Service of Process The PARTIES expressly agree that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action on the entity and address listed with the New York State Department of State for service of process as of the date of filing of such action shall be deemed good and sufficient service. In the event that at the time an action is filed Licensee does not maintain an entity and address listed with the New York State Department of State for service of process, then service on the entity and address listed as of the date of negotiation of this agreement, namely CORPORATION SERVICE COMPANY, 1201 HAYS STREET, TALLAHASSEE, FLORIDA 32301, shall be deemed good and sufficient service.

17.8. Entire Agreement The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the PARTIES agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Appendix I (Subscription Agreement) and Addendum I (Standard Oneida County Conditions). No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

17.9. Transfer of Right Neither PARTY shall transfer or assign any and all of its rights or obligations under this Agreement without the prior written consent of the other PARTY. Consent shall not be unreasonably withheld.

17.10. Force Majeure Neither PARTY will be responsible for any failure to perform hereunder due to unforeseen circumstances or cause beyond the non-performing PARTY's reasonable control including, without limiting the foregoing, a strike or other labor disturbance, lock-out, riot, delay in transportation, the inability to secure labor, materials, supplies or equipment, an act of God or the elements, fire, flood, or accidents, an act of war or conditions arising out of or attributable to war, laws, rules, and regulations of any governmental authority, procedures relating to environmental



matters, delay in the issuance of required permits or approvals with respect to any operations or activities, or any other matters or conditions which are beyond the reasonable control of such PARTY, whether or not similar to the matters and conditions herein specifically enumerated. This Article 17.10 does not apply to excuse a failure to make payments when due.

17.11 Counterparts This Agreement may be executed in two or more counterparts, and each counterpart shall become binding when the other(s) has or have been signed as if it had been signed by each PARTY. Facsimile signatures shall be considered original signatures for the purposes of execution and enforcement of the rights and obligations described herein.

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on this date first written above intending to be bound thereby,

ONEIDA COUNTY

SOE SOFTWARE CORPORATION
(d/b/a SCYTL)

By: Anthony J. Picente Jr.
Oneida County Executive

By: Jonathan Brill
President & General Manager North America

Approved
Robert E. Pronteau
Assistant County Attorney

APPENDIX 1

Software Maintenance and Support – Technical Service description

Definitions

The definitions used in the Agreement are incorporated herein by reference. In addition, the following terms shall have the following meaning:

“**Software maintenance**” is defined as the process of modifying a software system or component after delivery to correct faults, errors and bugs, to improve performance or other attributes, or adapt to a changed environment.

“**Perfective maintenance**” includes modifications and upgrades done in order to keep the software usable over a long period of time. It includes new features and new user requirements for refining the software and improving its reliability and performance.

“**Adaptive maintenance**” includes modifications and upgrades applied to keep the software product up-to date and tuned to the changing environment.

“**Preventive maintenance**” includes modifications and upgrades to prevent future issues of the software. It aims to attend problems, which are not significant at this moment but may cause serious issues in future.

“**Corrective maintenance**” includes modifications and upgrades done in order to correct or fix faults, errors and bugs, which are either discovered by the Customer or concluded by user error reports.

Response time means the time elapsing between the reporting of an Issue by a Customer and the response from a SCYTL’s technical support services engineer acknowledging receipt of the reported Issue.

Diagnosis time means the time elapsing between the Response time and the diagnosis of the Issue made by SCYTL’s technical support services.

“**Issue**” means either

A failure of the SOFTWARE to conform to the specifications set out in the documentation relating to that version of the SOFTWARE, resulting in the inability to use, or restriction in the use of the SOFTWARE, or

A problem in current features requiring new procedures, clarifications, additional information and/or requests for product enhancements.

“**Resolution or patch or Bug Fix**” means either a software modification or addition that, when made or added to the SOFTWARE, corrects an Issue, or a procedure or routine that, when observed in the regular installation or operation of the SOFTWARE, eliminates the practical adverse effect of the issue on you.

“**Upgrade**” means a revision or change of version of the SOFTWARE released by SCYTL to its end user customers generally, during the support services Term, to add new and different functions or to increase the capacity of the SOFTWARE.

“**Maintenance Release**” is a release of or for the SOFTWARE that includes the most recent patches and upgrades.

“**Current SOFTWARE Version**” means the most recently released commercially available version of the SOFTWARE at the time a customer support contact relates a particular support incident to SCYTL hereunder.

“**Supported Versions**”. SCYTL’s obligations with respect to the maintenance services shall apply only to those versions of the SOFTWARE that are within one (1) year time frame of Current SOFTWARE Version.

“**Hosted System**” means SOFTWARE hosted by SCYTL externally in its data center to which the Customer may access it over the internet from anywhere at any time.

General Terms and Conditions

The Customer shall be entitled to the following support and maintenance services during the Term and upon payment of the Fee:

SCYTL Technical Support Services (the “Technical Services”). SCYTL’s support and maintenance services include perfective, adaptive, preventive and corrective maintenance in relation to Supported Versions. The support services do not include any post-installation configuration or development support, such as integrations of the SOFTWARE with the user or third-party developed software or data, configuration advice that is not related to initial installation and setup, or non-bug related technical problem resolution.

Resolutions and Severity levels. SCYTL will make commercially reasonable efforts to provide a resolution or patch designed for resolving a reported issue in accordance with the service schedule herein. If such issue has been resolved or corrected already in an existing Maintenance Release, the Customer must install and implement that Maintenance Release or Upgrade; otherwise, the resolution for critical and high severity issues may be provided in the form of a temporary patch (fix, procedure or routine) to be used until a Maintenance Release containing the resolution is available. The priority level shall be agreed between the parties following the priority levels described below:

<i>Severity</i>	<i>Description</i>	<i>Details</i>
<u>CRITICAL</u>	An immediate and sustained effort using all available resources until issue is resolved.	<ul style="list-style-type: none"> • Business critical function is down • Major impact to Customer’s business • No workarounds exist • Business critical function is impaired or degraded
<u>HIGH</u>	Technicians respond immediately, assess the situation and may interrupt other staff working low or medium priority jobs for assistance.	<ul style="list-style-type: none"> • There are time-sensitive issues that impact on-going production • Workaround exists, but it is only temporary

<u>MEDIUM</u>	Responding using standard procedures and operating within normal Management structures.	<ul style="list-style-type: none"> • Non-critical function down or impaired • Does not have significant current production impact • Performance is degraded • Non-critical, function down or impaired
<u>LOW</u>	Responding using standard operating procedures and as time allows.	<ul style="list-style-type: none"> • No business impact • Generic Service Enhancements

Technical Support Contacts. SCYTL’s maintenance and support services will be accessible by one (1) designated contact (the “Technical Support Contact”) and one (1) back up contact. You may modify your designated Technical Support Contact at any time during the terms of the service by confirmed email to SCYTL’s Technical Support Contact, who will be the only interface to SCYTL’s maintenance and support services.

Exclusions from SCYTL’s Technical Services. SCYTL is not obligated to provide Technical Services in the following situations:

- a) When SCYTL determines that the Issue is caused by unauthorized changes or modifications to the SOFTWARE provided by SCYTL, resulting in malfunctioning of the SOFTWARE. This is not applicable if the changes or modifications are made under the direct supervision of SCYTL;
- b) The SOFTWARE has been damaged through negligent use by the Customer.
- c) The Issue is caused by the negligence, hardware, malfunction or other causes beyond the reasonable control of SCYTL;
- d) The Issue is caused by third party software not licensed by or through SCYTL;
- e) The Customer has not installed and implemented a prior Upgrade or Maintenance Release; or
- f) The Customer has not paid the Technical Services fees when due;
- g) The version of the SOFTWARE that the Customer is using is not a Supported Version;
- h) If the Customer has not complied with SCYTL’s license Agreement;
- i) Failures related to an accident, disaster or other force majeure event;

Agreement in Force. Except as agreed herein, all other terms and conditions of the Agreement shall apply with full force and effect to this Service Level Agreement (“SLA”).

Escalation Process

For each Issue:

1. The Customer’s Technical Support Contact will notify SCYTL of the Issue through the agreed channels;
2. A SCYTL’s Technical Services engineer will acknowledge the reception of the Issue;
3. A SCYTL’s Technical Services will do an initial diagnosis and complete the incident details in the incident management tool:
Services affected;

- Level of disruption;
- Cause of the incident;
- Estimated time to resolve it;
- Feasible workaround.

4. The SCYTL's Technical Services engineer will contact Customer's Technical Support Contact providing the diagnosis and incident identifier and will agree on a criticality level based on a predefined set of criteria;
5. The SCYTL's Technical Services engineer will provide regular updates on the incident status; Resolution activities will be reported in the incident management tool on a regular basis.

Service Level Agreements (SLAs)

SCYTL's SOFTWARE Support and Maintenance Service is divided into different sub-services:

- Service Management;
- Solution Maintenance;
- Specialised Technical Support;
- Election Period Support and Issue Response;
- Hosting.

Further details are provided below.

Service Management

Service Description

To guarantee a smooth and efficient relationship between SCYTL and their partners, SCYTL assigns a Service Manager (the "Service Manager" or "Account Manager") who will be the main point of contact to coordinate the regular maintenance and support activities.

The Service Manager will regularly report on the different activities performed as well as the status of the contracted pools of support hours (if any).

<i>What is included</i>	<ul style="list-style-type: none"> • Single Point of Contact (SPOC); • Quarterly Status Reports.
<i>What is not included</i>	<ul style="list-style-type: none"> • Project Management activities for Electoral Events

Service details

<i>Service hours</i>	Monday to Friday from 9 AM to 5 PM ET
<i>Response time</i>	Within 16 service hours

Solution Maintenance Service

Service Description

SCYTL is responsible for guaranteeing the quality of the SOFTWARE provided under the Agreement as well as facilitating the inclusion of new features as a result of a product evolution. Upon a **Maintenance Release**, SCYTL guarantees the data integration for the **Supported Versions**.

<u>What is included</u>	<ul style="list-style-type: none"> • Perfective maintenance; • Adaptive maintenance; • Preventive maintenance (including updates such as digital certificates); • Corrective maintenance; • Extension of any existing functionality, which should be handled via the Change Management process;
<u>What is not included</u>	<ul style="list-style-type: none"> • The development of any new functionality, which should be handled via the Change Management process.

Service details – Corrective maintenance

<u>Service hours</u>	Monday to Friday from 9 AM to 5 PM ET
<u>Response time</u>	Within 2 working days
<u>Diagnosis time</u>	<ul style="list-style-type: none"> • Critical and High severity issues - Within 8 service hours • Medium severity issues - Within 16 service hours

Specialized Technical Support Service

Service Description

SCYTL provides specialized technical support for those software components embedded in the provided solution. The specialized technical support service includes responses to technical questions and providing technical support during maintenance or testing activities¹. The support service will be handled through the defined Technical Support Contacts.

<u>What is included</u>	<ul style="list-style-type: none"> • Response to technical questions related to the products making up the solution; • Deployment or support to the deployment on the Licensee's infrastructures after a Maintenance Release; • Ad-hoc digital signature of applications after a Maintenance Release; • Ad-hoc Trusted Build activities after a Maintenance Release.
<u>What is not included</u>	<ul style="list-style-type: none"> • Support on solution configuration for specific electoral processes.

¹ Technical support during specific electoral processes is an optional service that is not included under this service

Service details

<i>Service hours</i>	Monday to Friday from 9 AM to 5 PM ET
<i>Response time</i>	Within 2 working days
<i>Diagnosis time</i>	Within 3 working days
<i>Service volume</i>	Annual pool of hours (see proposal/contract).

Election Period Support and Issue Response

Service Description

In the event the Hosted System fails to perform as required by this Agreement (an "Issue"), the following Issue response procedure shall apply: Customer will notify SCYTL of any identified Issue as soon as possible. Customer will also provide the reasonable availability of a single point of contact to assist SCYTL in resolving any Issue with the SOFTWARE. Upon notification of an Issue, Customer and SCYTL by mutual agreement in good faith shall classify the severity of the Issue based on the levels detailed in Section 0. SCYTL shall follow up with Customer with a telephone call or email response within 30 minutes upon notification of an Issue, subject to the Issue levels below. During the follow-up telephone or email, SCYTL shall provide Customer with an initial assessment with a detailed explanation of the Issue in conjunction with the necessary steps for the parties to mitigate the Issue.

Severity	Response Time
<i>Critical Priority</i>	0-30 minutes (during business hours)
<i>High Priority</i>	0-30 minutes (during business hours)
<i>Medium Priority</i>	Within 24 hours
<i>Low Priority</i>	Within 5 working days

Service Details

Normal Service Availability

<i>Service hours</i>	Monday to Friday from 9 AM to 5 PM EST (Eastern Time)
<i>Response time</i>	Dependant on issue priority (see section 0)
<i>Diagnosis time</i>	Dependent on issue priority (see section 0)
<i>Out of Service Hours Response</i>	Calls received outside of service support hours will be forwarded to the on-call service manager's mobile telephone and best efforts will be made to respond to the call.

<u>Service volume</u>	Annual pool of hours (see proposal/contract).
<u>Rules of use</u>	<ul style="list-style-type: none"> In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).

Fifty Days Prior to an Election

<u>Service hours</u>	Monday to Friday from 7 AM to 10:00 PM EST (Eastern Time)
<u>Response time</u>	Dependent on issue priority (see section 0)
<u>Diagnosis time</u>	Dependent on issue priority (see section 0)
	Calls received outside of service support hours will be forwarded to the on-call service manager's mobile telephone and best efforts will be made to respond to the call.
<u>Out of Service Hours Response</u>	Email support (product.support@scyti.com) will be monitored every thirty minutes between 7:00 A.M. to 10:00 P.M., Monday through Friday, Eastern Standard Time. Emails received outside of this time frame will receive a response in accordance with the priority of the reported Issue.
<u>Service volume</u>	Annual pool of hours (see proposal/contract).
<u>Rules of use</u>	<ul style="list-style-type: none"> In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).

Early Voting Periods (14 days prior to Election)

<u>Service hours</u>	Monday to Saturday from 6 AM to 11:59 PM EST (Eastern Time)
<u>Response time</u>	Dependent on issue priority (see section 0)
<u>Diagnosis time</u>	Dependent on issue priority (see section 0)
	Calls received outside of service hours will be forwarded to the on-call service manager's mobile telephone and best efforts will be made to respond to the call.
<u>Out of Service Hours Response</u>	Email support (product.support@scyti.com) will be monitored continuously between 6:00 A.M. and 11:59 P.M., Monday through Saturday, Eastern Standard Time. Emails received outside of this time frame will receive a response in accordance with the priority of the reported Issue

<u>Service volume</u>	Annual pool of hours (see proposal/contract).
<u>Rules of use</u>	<ul style="list-style-type: none"> In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).

Election Day

<u>Service hours</u>	12 hours prior to voting polls opening and 24 hours after polls close
<u>Response time</u>	Dependent on issue priority (see section 0)
<u>Diagnosis time</u>	Dependent on issue priority (see section 0)
<u>Out of Service Hours Response</u>	Email support (product.support@scytI.com) will be continuously monitored during this time frame. Emails will receive a response in accordance with the priority of the reported Issue.
<u>Service volume</u>	Annual pool of hours (see proposal/contract).
<u>Rules of use</u>	<ul style="list-style-type: none"> In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).

Hosting

SCYTL is responsible for new releases, security, maintenance and up time and will provide the Customer with the following services:

- a. Hosting of the SOFTWARE in SCYTL' servers in an Amazon Data Center rented by SCYTL located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty four (24) hours per day except for scheduled maintenance.
- b. Installation, test and initial system set up in the servers in the Amazon Data Center.
- c. Standard documentation including setup and back-office user guides in English.

SCYTL will provide the Customer with the following support and service level:

- a. Availability of 99.9% uptime (excluding scheduled maintenance windows).
- b. Reporting tools will be available upon request to show historic data.
- c. Full infrastructure and network redundancy using distributed cloud locations.



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

February 26, 2019

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

FN 20 19-155

**AIRPORT
WAYS & MEANS**

Re: Building 101

Dear County Executive Picente:

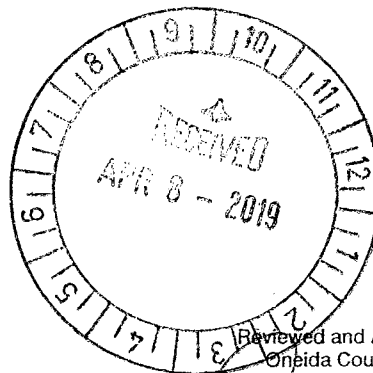
On or about September 4, 2003, the County entered into a Primary Runway Access Agreement with Griffiss Local Development Corporation and 394 Hangar Road Corporation. A copy of that agreement is enclosed herewith. Pursuant to paragraph 9 of that agreement, the County has the option to request that 394 Hangar Road Corporation convey fee title to Building 101 to the County for the sum of \$1.00.

After review of all circumstances relative to Building 101 and its location relative to Griffiss International Airport, it is my recommendation that you request that the Board of Legislators pass a resolution exercising the County's option detailed above on condition that all assets contained in and around Building 101 as of February 1, 2019 be conveyed to and become the sole and separate property of the County.

If this request meets with your approval, please forward the same to the Board of Legislators for consideration at their next meeting. Should you have any questions or concerns, or should you require any additional information, please do not hesitate to contact me.

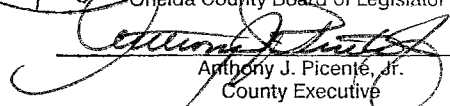
Sincerely,


Peter M. Rayhill



Enclosure

cc: Joseph E. Saunders, Esq.

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

Anthony J. Picente, Jr.
County Executive
Date 4-8-19

PRIMARY RUNWAY ACCESS AGREEMENT

THIS PRIMARY RUNWAY ACCESS AGREEMENT dated as of September ____, 2003 (the "Agreement") is by and among **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a New York local development corporation with offices at 153 Brooks Road, Rome, New York 13441 ("GLDC"), **394 HANGAR ROAD CORPORATION**, a New York business corporation with offices at 153 Brooks Road, Rome, New York 13441 ("394 Hangar"), and **COUNTY OF ONEIDA**, a New York municipal corporation with offices at 800 Park Avenue, Utica, New York 13501 (the "County").

WITNESSETH:

WHEREAS, the Secretary of the Air Force (the "Air Force") and GLDC have entered into that certain Lease No. RPA-GRF-12-03-0302 dated as of March 19, 2003 (the "First Priority Prime Lease"); and

WHEREAS, pursuant to the First Priority Prime Lease, the Air Force, as lessor, leases to GLDC, as lessee, certain premises situate at the former Griffiss Air Force Base, Rome, New York ("Griffiss AFB") consisting of 355,000± square feet of space in a hangar building known as "Building 101" together with 21± acres of the concrete and/or asphalt ramp, apron and parking areas located adjacent thereto (the "Demised Premises"), which Demised Premises are more particularly described in said First Priority Prime Lease; and

WHEREAS, GLDC and 394 Hangar have entered into that certain temporary sublease dated as of April 14, 2003 (the "Temporary Sublease"); and

WHEREAS, pursuant to the Temporary Sublease, GLDC, as sublessor, subleases the Demised Premises to 394 Hangar, as sublessee; and

WHEREAS, 394 Hangar and Commodore Aviation, Inc. ("Commodore") have entered into that certain sublease dated as of April 14, 2003 (the "Commodore Sublease"); and

WHEREAS, pursuant to the Commodore Sublease, 394 Hangar, as sub-sublessor, sub-subleases the Demised Premises to Commodore, as sub-sublessee; and

WHEREAS, capitalized terms used herein which are not defined herein but which are defined in the Commodore Sublease shall have the meanings ascribed to them in the Commodore Sublease; and

WHEREAS, the Commodore Sublease provides, among other things, that 394 Hangar shall expand and renovate those portions of Building 101 which are to be occupied by Commodore (the "Renovation Project") and assist Commodore in relocating its business operations from Miami, Florida to the Demised Premises (the "Relocation Project") (the

Renovation Project and the Relocation Project are hereinafter collectively referred to as the "Commodore Project"); and

WHEREAS, to facilitate the performance by it of its obligations under the Commodore Sublease, 394 Hangar has applied to the Oneida County Industrial Development Agency ("OCIDA") for certain financial assistance, and OCIDA has agreed to provide such financial assistance to 394 Hangar, subject to the holding of a public hearing, the adoption of final authorizing resolutions, and the execution and delivery by GLDC, 394 Hangar and OCIDA of various agreements (the "Underlying Agreements"); and

WHEREAS, the Underlying Agreements shall include (a) an assignment by GLDC, as assignor, to OCIDA, as assignee, of all of GLDC's leasehold interest and estate, as lessee, under and pursuant to the First Priority Prime Lease (the "Lease Assignment"), (b) a sublease of the Demised Premises by OCIDA, as sublessor, back to GLDC, as sublessee (the "Second Priority Prime Lease"), and (c) a sub-sublease of the Demised Premises by GLDC, as sub-sublessor, to 394 Hangar, as sub-sublessee (the "Third Priority Prime Lease"); and

WHEREAS, upon their execution and delivery, the Lease Assignment, the Second Priority Prime Lease and the Third Priority Prime Lease shall supercede and replace the Temporary Sublease; and

WHEREAS, pursuant to that certain economic development conveyance agreement by and among the Air Force, OCIDA and GLDC dated as of March 21, 2000 (the "EDC Agreement"), the Air Force has agreed to convey to OCIDA the fee simple title to 1,565± acres of real property (together with the buildings and other improvements situate thereon) located at the former Griffiss AFB (the "EDC Property"), and OCIDA has agreed to accept such conveyance or conveyances of the EDC Property upon the terms and conditions set forth in said EDC Agreement; and

WHEREAS, the EDC Agreement has been or is about to be amended so as to include the Demised Premises within the boundaries of the EDC Property; and

WHEREAS, the Second Priority Prime Lease shall include a provision whereby OCIDA transfers, assigns and sets over to GLDC the right which OCIDA now has under the EDC Agreement to acquire that portion of the EDC Property consisting of the Demised Premises (the "Acquisition Right"); and

WHEREAS, to enable 394 Hangar to avail itself of certain real property tax refund benefits afforded by the NYS Empire Zone Program, the Third Priority Prime Lease shall include a provision whereby GLDC transfers, assigns, and sets over to 394 Hangar said Acquisition Right; and

WHEREAS, the Commodore Sublease provides, among other things, that (a) GLDC, acting by itself or in conjunction with the County or some other qualified airfield operator, (b) the County or (c) some other qualified airfield operator, e.g., an airport authority (the "Airfield Operator") shall, at all times during the term of said Commodore Sublease, undertake, at its own

cost and expense, such steps as may be reasonably necessary to maintain the airfield located at the former Griffiss AFB (the "Griffiss Airfield") as an open and operational airfield "as needed" by Commodore (such steps being, collectively, the "Airfield Operator's Obligation to Operate the Griffiss Airfield"); and

WHEREAS, the Airfield Operator's Obligation to Operate the Griffiss Airfield is more particularly set forth and described in Article 27 of the Commodore Sublease and in **Exhibit A** annexed hereto and made a part hereof; and

WHEREAS, the County has applied to the Air Force for a public benefit conveyance of the 1,596± acres of real property (together with the buildings and other improvements situate thereon) which comprises the Griffiss Airfield and, on the condition that said application is approved and the Griffiss Airfield is conveyed to it by the Air Force, the County anticipates operating the same in the future as a public airport; and

WHEREAS, pending the aforesaid public benefit conveyance of the Griffiss Airfield by the Air Force to the County, the parties hereto desire to delineate their respective rights and responsibilities with respect to the Airfield Operator's Obligation to Operate the Griffiss Airfield and certain related matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in order to effect and carry out the Airfield Operator's Obligation to Operate the Griffiss Airfield and certain related matters, the parties hereto agree as follows:

1. At all times during the Original Term of the Commodore Sublease, and the Renewal Terms thereof, if any, the County shall provide, or arrange for others to provide, the funds necessary in order for the Airfield Operator to meet the Airfield Operator's Obligation to Operate the Griffiss Airfield or shall otherwise arrange for or cause the Griffiss Airfield to be operated in a manner which satisfies the Airfield Operator's Obligation to Operate the Griffiss Airfield.

2. GLDC and 394 Hangar acknowledge and agree that the annual rent to be paid by 394 Hangar to GLDC pursuant to the Third Priority Prime Lease shall be an amount equal to the Annual Net Commodore Project Proceeds (as herein defined) realized by 394 Hangar. The amount of Annual Net Commodore Project Proceeds realized by 394 Hangar in any given Sublease Year shall be computed on the accrual basis of accounting by first aggregating (a) the total amount of Annual Base Rent actually paid by Commodore to 394 Hangar in such Sublease Year (the "Gross Annual Base Rent") and (b) the total amount of all Real Property Tax Refunds accrued by 394 Hangar in such Sublease Year (the "Gross Annual Real Property Tax Refunds") in order to determine 394 Hangar's annual gross revenues (the "Annual Gross Revenues") for such Sublease Year. Then, there shall be subtracted from the Annual Gross Revenues for the Sublease Year in question an amount equal to all of the operating expenses, whether ordinary or extraordinary, capital expenses and/or reserves, and other sums which 394 Hangar actually expends, accrues and/or reserves in such Sublease Year in order to meet its obligations under the Commodore Sublease including, without limitation, its Annual Debt Service Obligations (as herein defined) and its Annual Real Property Tax Obligations (as herein defined) (collectively,

County/OCIDC Agreement"). As soon as EDGE transfers the Remaining Parking Lot Sale Proceeds to GLDC, and GLDC expends said Remaining Parking Lot Sale Proceeds to install the aforesaid perimeter fencing around and security gate at the Griffiss Airfield, the County Executive, the County Attorney or other appropriate County official shall execute and deliver to EDGE an instrument acknowledging that EDGE has fully satisfied its repayment obligations to the County pursuant to the aforesaid Resolution No. 489 and 1996 County/OCIDC Agreement.

6. Within sixty (60) days after the end of each Sublease Year, GLDC shall (a) furnish the County with such documentation as reasonably may be necessary in order for the County to verify GLDC's computation of the amount of such Annual Net Commodore Project Proceeds for such Sublease Year and (b) pay such Annual Net Commodore Project Proceeds to the County. After review by the County Comptroller and absent manifest error, GLDC's computation of the amount of Annual Net Commodore Project Proceeds for each Sublease Year shall be deemed conclusive.

7. The County shall expend the Annual Net Commodore Project Proceeds which it receives from GLDC solely on the operation, maintenance and/or repair of the Griffiss Airfield, and for no other purposes.

8. The parties hereto acknowledge and agree that 394 Hangar may mortgage its interest in the Demised Premises and/or assign its rights to receive the rents, issues and profits which arise therefrom as collateral security for the payment of any indebtedness or other obligations now existing or hereafter incurred by it or others in connection with the Demised Premises and/or the Commodore Project, provided, however, that such indebtedness and/or obligations constitute Permitted Initial Debt, Permitted Additional Debt or have otherwise been expressly authorized by the Designated Legislative Committee.

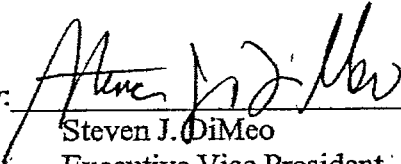
9. If so requested by the County, 394 Hangar shall, upon the expiration or earlier termination of the NYS Empire Zone Program as it applies to 394 Hangar, transfer, assign and set over to the County or the County's designee the Acquisition Right or, if 394 Hangar has already exercised such Acquisition Right by acquiring the fee title to the Demised Premises, shall transfer, assign, set over and convey the Demised Premises to the County or the County's designee for the sum of One Dollar (\$1.00). The County acknowledges and agrees that any such transfer, assignment and/or conveyance shall be subject to all easements, rights-of-way, covenants, conditions, restrictions and agreements then of record. Without limiting the generality of the foregoing, any such transfer, assignment and/or conveyance shall be subject to the Commodore Sublease if such Commodore Sublease shall then still be in effect, and the County shall assume and agree to perform 394 Hangar's obligations under said Commodore Sublease.

10. Nothing contained herein shall be deemed to limit or restrict the ability of the County or other Airfield Operator to operate the Griffiss Airfield as a public airport provided that the County or such Airfield Operator meets the Airfield Operator's Obligation to Operate the Griffiss Airfield.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

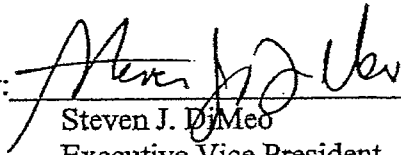
IN WITNESS WHEREOF, the parties hereto have caused this Primary Runway Access Agreement to be executed by their duly authorized officers as of the day and year first above written.

GRIFFISS LOCAL DEVELOPMENT
CORPORATION

By: 

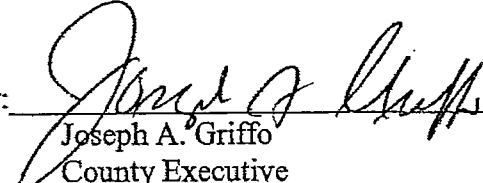
Steven J. DiMeo
Executive Vice President

394 HANGAR ROAD CORPORATION

By: 

Steven J. DiMeo
Executive Vice President

COUNTY OF ONEIDA

By: 

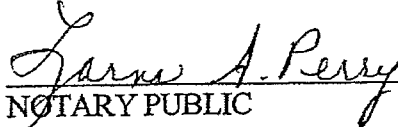
Joseph A. Griffo
County Executive

STATE OF NEW YORK)

) ss.:

COUNTY OF ONEIDA)

On this 3rd day of ~~August~~ ^{September}, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN J. DIMEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

LORNA A. PERRY
NOTARY PUBLIC, STATE OF NEW YORK
RESIDING IN ONEIDA COUNTY
MY COMMISSION EXPIRES 11/20/2006

STATE OF NEW YORK)

) ss.:

COUNTY OF ONEIDA)

On this 4th day of ~~August~~ ^{September}, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH A. GRIFFO personally known to me or proved to me on the basis of satisfactory evidence to be the individual) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

LINDA M. H. DILLON
Notary Public State of New York
Appointed in Oneida County
My Commission Expires May 20, 2005

EXHIBIT A

AIRFIELD OPERATOR'S OBLIGATION TO OPERATE GRIFFISS AIRFIELD

1. At all times during the Original Term of the Commodore Sublease and the Renewal Terms thereof, if any, the Airfield Operator shall undertake, at its own cost and expense, such steps as may be reasonably necessary to maintain the Griffiss Airfield as an open and operational airfield, "as needed" by Commodore, including, without limitation, the following:

- (a) maintaining an active air traffic control tower (the "Control Tower");
- (b) providing an operational instrument landing system (the "ILS System") and airfield lighting system;
- (c) keeping the main runway, the necessary apron and ramp areas, and the necessary taxiways free and clear of snow, ice and other debris;
- (d) arranging for crash fire rescue either through the City of Rome Fire Department or another qualified provider;
- (e) maintaining and repairing, and making any necessary capital improvements with respect to, the main runway, those apron and ramp areas which are not a part of the Demised Premises, taxiways, airfield lighting system, ILS System and Control Tower;
- (f) furnishing and maintaining a Compass Rose; and
- (g) arranging for "on-call" U.S. Customs and Immigration and Naturalization Service support.

The Airfield Operator shall be entitled to charge Commodore or its customers (at the Airfield Operator's usual and customary rates in effect from time to time) for the privilege of parking aircraft at the Griffiss Airfield (outside of the boundaries of the Demised Premises and Adjoining Area) and for aircraft landing fees in accordance with the Schedule of Aircraft Landing Fees annexed hereto and made a part hereof as **Exhibit B**. Nothing contained herein shall be construed to restrict or limit the Airfield Operator's ability to charge other users of the Griffiss Airfield landing fees which are different from the landing fees specified in the aforesaid Schedule of Aircraft Landing Fees.

2. If the Airfield Operator fails, for a period of five (5) days after notice from Commodore to 394 Hangar and the Airfield Operator, to undertake such steps as are reasonably necessary to maintain the Griffiss Airfield as an open and operational airfield in accordance with provisions of Section 1 above, then, and in such event, Commodore may undertake and pay for

the same and setoff the cost thereof from the Annual Base Rent. If the Airfield Operator fails, for a period of thirty (30) days after notice from Commodore to 394 Hangar and the Airfield Operator to undertake such steps as are reasonably necessary to maintain the Griffiss Airfield as an open and operational airfield in accordance with the provisions of Section 1 above, then, and in such event, Commodore may terminate the Commodore Sublease without any early termination penalty.

3. If requested by Commodore, the Airfield Operator shall make available to Commodore, at Commodore's own cost and expense, de-icing, fueling and de-fueling services. Commodore, if it so elects, may perform its own de-icing and de-fueling services (but not fueling services).

4. Nothing contained herein shall prohibit Commodore from making separate arrangements with a third-party supplier other than the Airfield Operator for de-icing, de-fueling and/or fueling services or providing such services internally except that if the Airfield Operator makes fueling services available to Commodore at prices which are comparable to or less than those offered to Commodore by a third-party supplier, Commodore shall purchase such fueling services from the Airfield Operator. If requested by 394 Hangar, Commodore shall provide copies of the fueling service price quotes from third-party suppliers upon which Commodore relies.

5. Commodore shall provide the Airfield Operator or its designee as much advance notice of its incoming and outgoing aircraft as is practicable but, in any event, shall give the Airfield Operator or its designee at least twenty four (24) hours advance notice thereof for all scheduled maintenance, repair and overhaul work. With respect to unscheduled or emergency maintenance, repair and overhaul work, Commodore shall provide the Airfield Operator or its designee with at least one (1) hour's advance notice of any incoming or outgoing aircraft. At present, the Airfield Operator's contact person is Don Campbell, Rome Research Corporation (Telephone No. 315-330-3211).

**Exhibit B
Landing Fee Schedule**

Year	Price/1,000 lbs
1	\$0.90/1,000 lbs
2	\$1.00/1,000 lbs
3	\$1.00/1,000 lbs
4	\$1.15/1,000 lbs
5	\$1.25/1,000 lbs
After Year 5	Adjusted for CPI or comparable Index

Exhibit 3

Transcript Document No. 5

394 HANGAR ROAD CORPORATION

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AMENDED AND RESTATED
PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2003 Real Estate Lease
(394 Hangar Road Corporation/Commodore Aviation, Inc. Facility)

Tax Account No.:



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building

800 Park Avenue ♦ Utica, New York 13501-2975

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

Anthony J. Picente, Jr.
County Executive

Peter M. Rayhill
County Attorney

FN 26 19-156

March 12, 2019

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

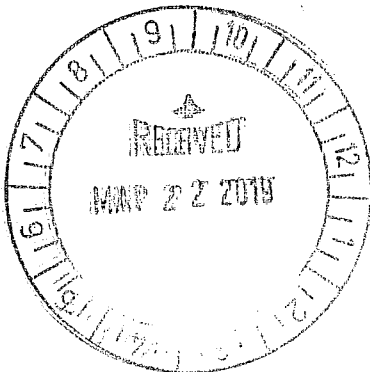
Dear Mr. Picente:

Attached please find a Multi-Jurisdictional Chief Elected Officials agreement which is 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



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

Anthony J. Picente, Jr.
County Executive

Date 3-22-19

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 Governmental 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.

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

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 Investment 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 1.1above.

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 Investment 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:

Date:

Typed name: Bernard Peplinski, Sr. Chairman of the Herkimer County Legislature

Signature:

Date:

Typed name: John Becker, Chairman Madison County Board of Supervisors

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

February 19, 2019

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

FR 20 19 157

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached for your review and approval is a Purchase of Service Agreement between Oneida County through its Department of Social Services and the Herkimer - Oneida Counties Comprehensive Planning Program. If this Agreement meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

This renewal Agreement between Oneida County and the Herkimer - Oneida Counties Comprehensive Planning Program will provide preparation and monitoring of the Consolidated Services Plan, data collection and analysis, needs assessment, grant applications, plan preparation and monitoring and other planning services as needed.

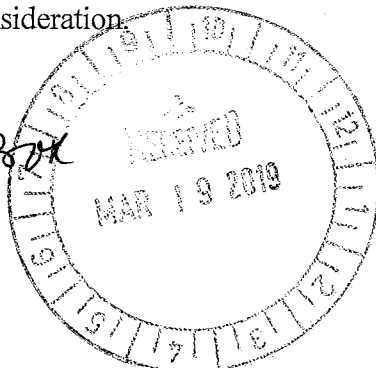
The term of this Agreement is January 1, 2019 through December 31, 2019. The total cost of the services to be provided under this Agreement shall be \$45,675.00, with a local cost of 40% or \$18,270.00.

I am respectfully requesting the approval of this Agreement between Oneida County through its Department of Social Services and the Herkimer - Oneida Counties Comprehensive Planning Program.

Thank you for your consideration

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner



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

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

Date 3-19-19

CFB/vlc
Attachment

12601

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Herkimer-Oneida Counties Comprehensive Planning
Program
Union Station
Utica, New York 13501

Title of Activity or Services: Provide technical assistance to the Department

Proposed Dates of Operations: January 1, 2019 through December 31, 2019

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The program assists the Department in satisfying State and County planning requirements and achieving program goals and objectives. It also provides assistance to the Department in areas such as grant proposals, implementation and planning of programs, the planning and organization of community resources for the department, and preparation of various reports required by New York State based on evolving regulations and needs.

2). Program/Service Objectives and Outcomes -

To provide technical assistance and consultation to the Department in the preparation and monitoring of the Consolidated Service Plan and other areas identified by the Department.

3). Program Design and Staffing Level -

5%	Chief Planner
10%	Principal Planner
60%	Planner
20%	Data Processing Clerk
5%	Principal Account Clerk

Total Funding Requested: \$45,675.00.

Oneida County Dept. Funding Recommendation: Account #:A6010.49535

Mandated or Non-mandated: Non-mandated

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

Federal	48%	\$21,924.00
State	12%	\$5,481.00
County	40%	\$18,270.00

Cost Per Client Served:

Past performance Served: The Department has had an Agreement with the Planning Department to provide this service since 1989. The Contract cost was \$45,675.00 in 2018.

O.C. Department Staff Comments: The Department is satisfied with the provider's service.

AGREEMENT

THIS AGREEMENT (herein after referred to as "Agreement"), by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "County"), through its Department of Social Services (hereinafter referred to as the "Department") and the Herkimer-Oneida Counties Comprehensive Planning Program, a Regional Planning Board established by the Counties of Oneida and Herkimer with principal offices at 321 Main Street, Union Station, Utica, New York 13501 (hereinafter referred to as "HOCCPP").

In consideration of the promises contained herein, along with other good and valuable consideration, the parties agree as follows:

I. TERM OF AGREEMENT

1. This Agreement shall be effective January 1, 2019 until December 31, 2019.
2. The option to renew this Agreement is at the sole discretion of the County and the Department, and notice to HOCCPP shall be provided prior to the end of the term of this Agreement.
3. It is understood and agreed that the County and the Department shall not be obligated to extend or renew the terms of this Agreement.

II. SCOPE OF SERVICES

1. HOCCPP shall provide technical assistance to the Department in the preparation and monitoring of the Oneida County Consolidated Services Plan and other areas identified by the Department's Commissioner. These areas shall include, but are not limited to, data collection and analysis, citizen participation, needs assessment, grant applications, plan preparation and monitoring, yearly implementation reports, and program and project/contract evaluations and monitoring.
2. It is understood that HOCCPP'S role is that of a consultant, working at the Department's direction, to assist in satisfying New York State and County planning requirements and achieving the Department's goals and objectives. HOCCPP staff shall supplement the Department's planning efforts and relieve a portion of that burden from the Department's staff while establishing a more focused planning process.

III. PERFORMANCE OF SERVICES

1. HOCCPP represents that HOCCPP is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services provided for in this Agreement. HOCCPP shall use HOCCPP'S best efforts to perform the services such that the results are satisfactory to the Department.

2. HOCCPP may, at HOCCPP'S own expense, employ or engage the services of such employees, subcontractors and/or partners as HOCCPP deems necessary to perform the services (collectively, the "Assistants"). HOCCPP 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. HOCCPP shall expressly advise the Assistants of the terms of this Agreement.

3. Pursuant to the Oneida County Board of Supervisors' Resolution No. 265 of 1963, HOCCPP staff are under the immediate supervision and direction of the Oneida County Commissioner of Planning. As such, some or all of the Assistants may be County employees.

4. HOCCPP acknowledges and agrees that HOCCPP and its Assistants have no authority to enter into agreements that bind the County or the Department, or create obligations on the part of the County or the Department without the prior written authorization of the County or the Department.

5. HOCCPP 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. HOCCPP 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.

6. The Department's Commissioner reserves the right to evaluate the job performance of the individuals chosen to perform the work and to request to have reassigned any HOCCPP employee performing under the Agreement; and to request retention, reinstatement or reassignment of any HOCCPP employee who may have been removed. The ultimate decision with regard to staffing remains with HOCCPP.

7. In order to achieve the maximum results required, the Department shall provide reports, documents, and other information which will enable HOCCPP to perform its duties under this Agreement.

IV. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of HOCCPP to the County shall be that of an Independent Contractor. All of HOCCPP's Assistants who are not actual employees of the County 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. HOCCPP, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants who are not actual employees of the County shall conduct themselves in accordance with such status, that they shall not hold themselves out as, or claim to be, an officer or employee of the County by reason thereof and that they shall not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

2. HOCCPP's Assistants who are not actual employees of the County 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.

3. HOCCPP shall be solely responsible for applicable taxes for all compensation paid to HOCCPP's Assistants under this Agreement who are not actual employees of the County, 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). HOCCPP shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.

4. HOCCPP 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.

5. HOCCPP shall indemnify and hold the Department and the County harmless from all loss or liability incurred by the Department and the County as a result of the Department not making such payments or withholdings.

6. If the Internal Revenue Service, Department of Labor, or any other governmental agency question or challenges HOCCPP'S or its Assistants' Independent Contractor status, it is agreed that both the County and HOCCPP 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.

V. REIMBURSEMENT

1. Compensation under this Agreement shall not exceed \$45,675.00 for the term of the Agreement, and the Department shall reimburse HOCCPP for dedicated staff support per the chart attached as Appendix A.

2. HOCCPP shall submit a County voucher to the Department on a monthly basis with all necessary documentation attached for compensation under this Agreement.

VI. LIAISONS

The liaisons for purposes of this Agreement are:

For HOCCPP: HOCCPP Commissioner
For the Department: Colleen Fahy-Box, Commissioner

VII. MEETING OF THE PARTIES

The parties shall meet at least every six (6) months, or more frequently as requested by either party, to review this Agreement.

VIII. RECORD RETENTION

All records shall be available for a period of six (6) years and shall be made available for audit by the New York State Departments of Audit and Control and Health and Human Services or other New York State regulating authorities.

IX. CONFIDENTIALITY

All information exchanged between the parties is considered confidential and shall be used only for the intended purposes. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable state and federal laws and regulations.

X. TRAINING

Neither HOCCPP nor its Assistants shall be required to attend or undergo any training by the County. HOCCPP shall be fully responsible for its own or Assistants' 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.

XI. REASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned by HOCCPP without first obtaining written approval of the Department.

XII. TERMINATION OF AGREEMENT

The parties agree that either party may terminate this Agreement with thirty (30) days written notice to the other party without cause, and immediately if for cause or if federal or state reimbursement is terminated or not allowed.

XIII. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver,

alterations or modifications of 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.

XIV. ADVICE OF COUNSEL

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

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

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., County Executive

Date: _____

Approved: _____

Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Colleen Fahy-Box, Commissioner

Date: 3-4-19

HOCCPP: _____



Regina Venturozzi, Interim Program Director

APPENDIX A

Herkimer-Oneida Counties
Comprehensive Planning Program

Oneida County Department of Social Services
2019:

1. Program Organization- The Department shall reimburse HOCCPP for the percentage of time each Assistant is dedicated to performing the services under this Agreement as follows:

<u>Position</u>	<u>Percentage of Time</u>	<u>Payment Not to exceed</u>
Chief Planner	5%	\$4,596.00
Principal Planner	10%	\$8,752.00
Planner	60%	\$20,135.00
Data Processing Clerk	20%	\$10,086.00
Principal Account Clerk	5%	<u>\$1,906.00</u>
	Sub-total	\$45,475.00
2. Additional Program Costs		
Estimate		\$200.00
	TOTAL	\$45,675.00

ADDENDUM 1

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and

will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

**(e)* If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

**(f)* The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder,

and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

ADDENDUM 2

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES AND YOUTH BUREAU CONTRACTS PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By Facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor 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.

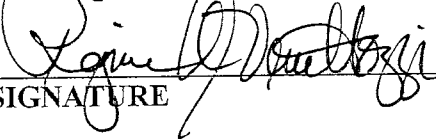
This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver, 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.

Herkimer- Oneida Counties Comprehensive Planning Program
NAME OF CONTRACTED AGENCY

Regina A. Venettozzi, Interim Program Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

3-4-19
DATE

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of HOCPP, (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: Regina A. Venettozzi

Signature: 

Title: Interim Program Director

Date: 3-4-19

Witness: 

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 11, 2019

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

FN 20 19-158

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators between The Neighborhood Center, Inc. and Oneida County through its Department of Social Services for the provision of day care registration, certification and training, inspection, and recruitment services.

The Department has contracted with The Neighborhood Center, Inc. since 1992 for recruitment of potential providers, the certification and training of Family Day Care homes and other childcare providers, to conduct required inspections, and to manage Day Care eligibility, determination, and registration processes.

The term for this Purchase of Services Agreement commences January 1, 2019 and terminates December 31, 2019. This \$230,297.00 agreement with The Neighborhood Center, Inc. will be funded 100 % through a New York State Office of Children and Family Services grant.

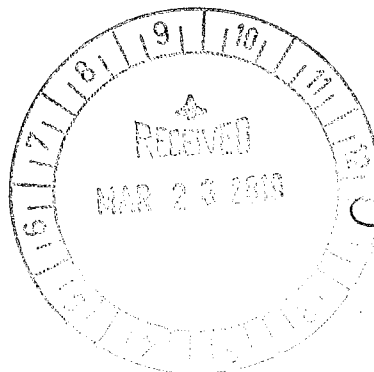
I am respectfully requesting that this matter be forwarded to the Board of Legislators. Thank you for your consideration.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/vlc
Attachment



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

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

Date 3-25-19

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: Neighborhood Center
293 Genesee Street
Utica, New York 13501

Title of Activity or Services: Day Care Registration/Inspection

Proposed Dates of Operations: January 1, 2019 – December 31, 2019

Client Population/Number to be Served: Individuals in Oneida County interested in or currently providing child care in a residence.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Neighborhood Center, Inc. shall provide recommendations for the registration and renewal for those individuals satisfactorily completing a FDC initial/renewal application. The Contractor shall provide technical assistance to potential and current providers regarding application and regulations, regularly scheduled orientation throughout Oneida County, and inspection/investigation on registered homes in response to a complaint or a request by provider for additional school age children, or for failure to meet training requirements. The Contractor shall complete 50% annual random inspections on existing providers, as well as respond to complaints on non-regulated child care providers. The Contractor shall meet performance standards for initial registrations, renewal registration, complaint investigations, safety assessments, inspections, on-site registration, and case and management review.

2). Program/Service Objectives and Outcomes -

This service proposes to increase the number of Registered FDC & School Age Day Care homes throughout Oneida County and to ensure through the inspection process that they meet the standards set forth in the NYS Regulations.

3). Program Design and Staffing Level -

- (1) Program Coordinator
- (4) Caseworkers
- (1) Program Assistant
- (1) Clerk

Total Funding Requested: \$230,297.00

Oneida County Dept. Funding Recommendation: Account # A6055.495

Mandated or Non-mandated: Mandated service

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

Federal	0 %	
State	100 %	\$230,297.00
County	0 %	

Cost Per Client Served: The cost of this service is reimbursed through a Memorandum of Understanding with the State of New York in the amount of \$230,297.00.

Past performance Served: The Department has contracted with this provider since June 1, 1992. In 2007 the county contract instituted performance measures that must be met in order for the contractor to receive full reimbursement. The cost of the contract in 2018 was \$230,297.00

O.C. Department Staff Comments: There is no local share to support this effort.

AGREEMENT

THIS AGREEMENT made and entered into between Oneida County, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, by and through its Department of Social Services (hereinafter individually called the "Department," Oneida County and the Department shall be collectively referred to as the "County") and The Neighborhood Center, Inc., a domestic not-for-profit corporation incorporated under the laws of New York State, and having its principal offices located at 624 Elizabeth Street, Utica, New York 13501 (hereinafter called the "Contractor").

WHEREAS, New York State has established a state-wide system of family day care registration and inspection; and

WHEREAS, the New York State Office of Children and Family Services ("OCFS") has decided to contract with the Department for processing family day care registration and conducting family day care home inspections such that the Department may locate appropriate subcontractors and execute contracts for said services; and

WHEREAS, the Department has determined it to be in the Department's best interest to subcontract for these services; and

WHEREAS, New York State has certified entities as being able to provide this service to local Social Services Departments; and

WHEREAS, the Contractor is the local agency certified by New York State to provide this service to the Department;

NOW, THEREFORE, it is mutually agreed upon between the Contractor and the Department that this purchase of services agreement (hereinafter called "Agreement") be entered into as a sub-contract for a New York State grant activity.

SECTION I: DEFINITIONS

- A. Family Day Care Homes. Family Day Care Homes (hereinafter called "Homes") shall be defined as homes regulated under Section 390 of the Social Services Law and Title 18 of the New York Code of Rules and Regulations (NYCRR), Parts 413 and 417, which define a Family Day Care Home as "a program caring for children for more than three hours per day per child in which child day care is provided in a family home for three to six children."

- B. Certification. Certification shall be defined as the gathering of required documents, scheduling and arranging of required inspections, and issuing the necessary instruction in accordance with OCFS regulations and Department policy.

SECTION II: TERM OF AGREEMENT

- A. The term of this Agreement (a sub-contract under OCFS grant) shall be from January 1, 2019 through December 31, 2019.

- B. The option to renew this Agreement is at the sole discretion of the County and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

SECTION III: SCOPE OF SERVICES

The Contractor shall perform Certification, re-certification, and inspection activities for the Department. The Contractor shall perform these activities in the following manner:

- A. Activity 1: Processing Registration Applications. This activity includes the following functions:
1. Conducting regularly-scheduled orientation sessions for potential new applicants. Orientation sessions shall be conducted using an OCFS-supplied curriculum. Orientation sessions shall be held at times and locations on an as-needed basis to be determined by the volume of new applicants. Individuals attending orientation shall be provided with proof of attendance.
 2. Providing application packets at orientation sessions and other times, upon request.
 3. Providing technical assistance to help potential and current providers understand and comply with applicable regulations, complete the application (either original or renewal), and submit appropriate documentation. Additional supportive information shall be made available to child day care providers.
 4. Reviewing applications, including all supporting documentation, for completeness and compliance with applicable regulations. This includes acting upon those portions of the application which require further action (e.g. reviewing references, validating documentation).
 5. Notifying providers of application status, including initial notice within five (5) days of receipt of original application or renewal application as well as notice of outstanding or incomplete documentation.

6. Mailing renewal application packets to providers at least ninety (90) days prior to the expiration of their registrations.
7. Recommending approval or disapproval of all applications to OCFS Division of Child Care Services (“DCCS”) Regional Office.
8. Submitting monthly reports regarding orientation sessions. The reports shall include: the number of orientation sessions held; the program category (family day care or school-age child care); the location and number of potential providers attending; the number of providers by category; the number of original applications and the number of renewal applications pending due to outstanding documentation; and the number of applications which have been pending for more than sixty (60) days.

B. Activity 2: Conducting Inspections. This activity shall include the following functions:

1. Inspecting at least fifty percent (50%) of registered providers annually with a priority on inspecting providers not licensed or certified prior to the implementation of registration. To the maximum extent possible, the Department shall identify the providers to inspect. A full compliance study shall be made at each of these unannounced inspection visits. All violations identified must be corrected, or the providers referred to the DCCS Regional Office for enforcement action.
2. Investigating all complaints that if true would indicate lack of compliance with statutory or regulatory requirements. If the complaint indicates that children may be in imminent danger, an unannounced site inspection shall be made no later than the next day of program operation. In all other cases, inspection visits shall be made within fifteen (15) days of receiving the complaint, except for those complaints solely alleging the failure to register. In addition to investigating the complaint, a full compliance study shall be made if conditions suggest it is necessary.
3. Investigating all Homes where application has been made to provide care for an additional one or two children who are school age, provided that an inspection has not already been made for another reason, and thereafter recommending approval or disapproval of the application to serve one or two additional children to the Department. A full compliance study shall be made if conditions suggest it is

necessary. All violations identified must be corrected, or the providers referred to the DCCS Regional Office for enforcement action.

4. Inspecting, upon receipt of the renewal application, all providers who have failed to meet the training requirement or who have unresolved regulatory violations or complaints.
5. Maintaining inspection reports and documentation of compliance or corrective actions in the file of each inspected provider.
6. Liaison: The Contractor shall serve as the liaison between the Department and the Homes. In this capacity the Contractor shall handle all problems that may arise, including payment clarification between the Homes and the Department.
7. Documentation: The Contractor shall maintain all required documentation including the case records of all day care clients and records of all applicants seeking to become Homes in the event documentation is needed for a fair hearing, and shall attach the following reports to their monthly billing to the Department; these reports shall include, at a minimum:
 - a. A monthly itemized breakdown of expenditures;
 - b. A monthly list of all Homes that are
 - i. Certified,
 - ii. In process of Certification, and
 - iii. No longer active, or have been denied Certification;
 - c. A monthly list of all client families and children detailing where they are placed;
 - d. A monthly list of participants in the nutrition program; and
 - e. A monthly statistical report and any reporting requirements from OCFS.

- f. All documentation shall be prepared by the Contractor and submitted to the Department per the forms and requirements of the Department and the OCFS.
8. Mandated Reports: All Contractor staff performing work under the terms of this Agreement are designated as mandated child abuse reporters, and as such, they are required by law to report any cases of suspected child abuse. As a mandated reporting agency, all instances of suspected child abuse, neglect, and/or maltreatment, shall be reported to the Statewide Central Register as required by law. These verbal reports shall be followed by submission of completed 2221A to the Department. The family shall be informed in advance of the Contractor's decision to file a report with the Statewide Central Register.
9. The liaisons for this program shall be:
 - a. Department: Philip Martini
 - b. Contractor: Sandra Soroka
10. OCFS requires that individuals performing the services detailed herein undergo certain New York State-sponsored trainings. Throughout the term of this Agreement, the Contractor's employees, representatives, Assistants, and assigns that will be providing the services required under this Agreement shall be required to undergo periodic and regular training pursuant to the State requirements. Such training shall be arranged, scheduled, and provided by OCFS, through its DCCS Regional Office.
11. The Department and the Contractor's representatives shall meet at a minimum of once every three (3) months, at times mutually agreeable to the parties, to review programmatic and systemic issues and to evaluate the program.

C. Changes in the New York State Day Care Home Certification Process may result in changes in the scope and nature of services under this Agreement. Both parties shall meet to review these changes and make such adjustments and/or amendments to this Agreement as it becomes necessary and is deemed warranted by the Department.

D. All information contained in the Contractor's files (or those of its sub-contractors) shall be held confidential pursuant to the applicable provision of the Social Services Law and any regulations promulgated thereunder, including, but not limited, to 18 NYCRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

SECTION IV: REIMBURSEMENT AND CLAIMING PROCEDURES

A. The Department shall reimburse a total cost for services provided not to exceed \$230,297.00 for an acceptable level of compliance for all Quarterly Standard Performance Levels as specified in this Agreement for the period of January 1, 2019 through December 31, 2019. Reimbursement shall be made according to a budget approved by OCFS, a copy of which is attached hereto and made a part hereof. Reimbursement shall be made quarterly, minus any applicable penalty as detailed below, upon submission of the appropriate County voucher with all supporting documentation deemed necessary by the Department, including, but not limited to the DCCS Quarterly Standard Performance Level determination detailed below.

B. A quarterly program review will be conducted by the DCCS, after the end of the applicable quarter, to determine if the Contractor has reached an acceptable level of compliance for the quarter. The determination of whether the Contractor met an acceptable level of compliance for each Quarterly Standard Performance Level will be based on the Contractor's compliance with all applicable timelines, operating procedures and other requirements as set forth in the DCCS Regional Office regulations and policies and the Child Care Facility System (CCFS) Users' Manual, which are deemed to be incorporated herein by reference.

C. If the DCCS Regional Office determines that the Contractor has not met the acceptable Quarterly Standard Performance Level for a particular activity during a quarter, the applicable percentage set forth herein for that Quarterly Standard Performance Level will be withheld and the reimbursement to the Contractor for the quarter shall be reduced accordingly. The DCCS Regional Office may completely waive the reduction for a particular unmet Quarterly Standard Performance Level based upon a written request submitted by the Contractor demonstrating that such failure was due to extraordinary or unforeseen circumstances. The DCCS Regional Office shall notify the Contractor in writing of the DCCS Regional Office's approval or disapproval of any such waiver request, and in the event of disapproval, shall delineate the reasons for such disapproval.

D. The following standard performance levels must be met quarterly or the corresponding penalty will be administered:

1. Quarterly Standard Performance Level – Initial Registrations: The Contractor shall process and resolve initial registration applications within ninety (90) days of receipt, including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The

acceptable level of compliance determined by DCCS upon review of quarterly data from CCFS is 95%. If a level of at least 95% compliance of the previous quarter's Quarterly Standard Performance Level for initial registrations and licenses is not met, a 2% penalty shall be assessed and withheld from the quarterly reimbursement.

2. Quarterly Standard Performance Level – Renewals of Registrations: The Contractor shall process and resolve completed applications for renewals of registrations, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration lapse date, or initiate enforcement action. The renewals of the Family and School-Age Child Care registrations shall include a renewal inspection as required by regulations. The acceptable level of compliance determined by DCCS upon review of quarterly data from CCFS is 95%. If a level of at least 95% compliance of the previous quarter's Quarterly Standard Performance Level for renewal registrations is not met, a 2% penalty shall be assessed and withheld from the quarterly reimbursement.
3. Quarterly Standard Performance Level – Complaint Investigations: The Contractor shall initiate complaint investigations within the required time frames and make determinations on the complaints within sixty (60) days. The acceptable level of compliance determined by DCCS upon review of quarterly data from CCFS is 95%. If a level of at least 95% compliance of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, a 2% penalty shall be assessed and withheld from the quarterly reimbursement.
4. Quarterly Standard Performance Level – Safety Assessments: The Contractor shall conduct safety assessments based on the categories of arrests and convictions and submit the assessments to DCCS within the required time frames. The acceptable level of compliance determined by DCCS upon review of quarterly data from CCFS is 100%. If a level of at least 100% compliance of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, a 2% penalty shall be assessed and withheld from the quarterly reimbursement.
5. Quarterly Standard Performance Level – 50% Inspections: The Contractor shall conduct the required number of annual 50% inspections for family day care and school age child care, and complete all required documentation. If a level of at least 90% compliance of the Quarterly Standard Performance Level for 50%

inspections is not met at the completion of the four quarters, a 2% penalty shall be assessed and withheld from the final quarterly reimbursement.

6. Quarterly Standard Performance Level – Mid-Point Inspections: The Contractor shall process and resolve completed reviews of mid-point documentation including providing providers with all appropriate notifications regarding the mid-point requirements. The Contractor shall conduct mid-point inspections for family day care and school age child care programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The acceptable level of compliance determined by DCCS upon review of quarterly data from CCFS is 95%. If a level of at least 95% compliance of the Performance Level for Mid-Point inspections is not met each quarter, a 2% penalty shall be assessed and withheld from the quarterly reimbursement.

7. Quarterly Standard Performance Level – On-Site Case and Management Review: The Contractor shall provide appropriate registration and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the DCCS Regional Office. The Contractor shall not revise or alter OCFS policy or procedures, or create its own policies or procedures without receiving prior approval in writing from the DCCS Regional Office. The acceptable level of compliance will be determined by DCCS based on quarterly case files and management reviews.
 - a. The case review shall include a review of a sample of case files regarding initial applications, renewal applications, mid-point requirements, inspection of 50% of all registered providers, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether:
 - i. Office policies, procedures, and regulations are applied accurately;
 - ii. Required observations are made during inspections and investigations;
 - iii. All applicable entries are made in case files and/or CCFS;
 - iv. Proper notification is given to providers and parents, where applicable, within the required time frames; this includes issuance

of the final CCFS inspection report within ten (10) days after the inspection being conducted

- v. Each facility has the necessary active fingerprint files and the files are then entered into CCFS upon receipt;
 - vi. Inspections are conducted along with exit interviews with the provider prior to inspector's departure, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations;
 - vii. Appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with DCCS Regional Office policies and directions including cooperating with the DCCS Regional Office's Legal Division on enforcement activities and, when determined necessary by OCFS, testifying at fair hearings and/or court proceedings and assisting OCFS in responding to litigation.
- b. The management review shall include a review of other documentation to determine whether identified registration staff have:
- i. Participated in any mandatory training as required by the DCCS Regional Office related to the performance of registration duties and participated in management and supervisory sessions on a regional and statewide basis, as required;
 - ii. Provided technical assistance in regard to the start-up of new programs and compliance with existing programs and information on available training and funding resources applicable to family day care and school-age child care programs; and
 - iii. Provide parents and the general public with access to information regarding the compliance/complaint history of all regulated providers, as required.
 - iv. Not less than annually, the Contactor shall report to OCFS the evidence risk-based assessment outcomes for identified programs, if applicable. In addition, the Contractor shall participate in OCFS

Quality Indicator initiatives and any inter-rater reliability studies conducted by OCFS.

- c. The approved quarterly registration case file and management reviews acceptable level of compliance is 90%. If a level of at least 90% compliance of the previous quarter's Quarterly Standard Performance Level for the case files and management review is not met, a 2% penalty shall be assessed and withheld from the quarterly reimbursement.
 - d. The Quarterly Standard Performance Level for accurately applying required OCFS policies, procedures and regulations acceptable level of compliance is 100%. If a level of at least 100% compliance of OCFS mandated procedures is not met, a 2% penalty shall be assessed and withheld from the quarterly reimbursement.
8. Quarterly Standard Performance Level – Approved Staffing Plan: The Contractor's staffing plan, including the percentage of time each staff member works on the project, shall be approved by the DCCS Regional Office and shall be maintained during the quarter. In addition, the DCCS Regional Office's respective DCCS Regional Office Manager shall be notified by the Contractor of the registration and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the Contractor shall be allowed a three (3) month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor shall provide DCCS with the names of the staff assigned to register day care programs, as well as the percentage of time those staff work on the program. In addition, the DCCS Regional Office will review the qualifications of those staff members as part of the quarterly case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The acceptable level of compliance at the end of each quarter is 100%, with the exception of any vacancies that are less than three (3) months old at the end of the quarter. The acceptable level of compliance will be determined by DCCS based upon the quarterly case and management review. If a level of at least 100% compliance of the previous quarter's Quarterly Standard Performance Level for the approved staffing plan is not met at the end of the quarter, not counting vacancies that are less than three (3) months old at the end of the quarter, a 2% penalty shall be assessed and withheld from the quarterly reimbursement. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s). At the time the quarterly voucher is

submitted, the Contractor may provide proof of the value of the personnel costs for the unfilled position(s) for accurate assessment of the penalty.

9. The Contractor agrees that the equipment purchased under this Agreement is the property of the Department and shall revert to the Department upon any termination or failure to renew this Agreement. This Agreement shall be considered null and void should OCFS grant funds become unavailable for any reason. The Department shall reimburse the Contractor for those services provided through the agreed-upon termination date at the Department's usual reimbursement rate.

SECTION V: 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.

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

- i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- ii. Abuse and Molestation coverage must be included.
- iii. Oneida County, and all other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Coverage for the additional insureds shall include completed operations.

2. Business Automobile Liability

- i. Business Automobile Liability with limits of at least \$1,000,000 each accident.
- ii. Business Automobile Liability 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 Business Automobile Liability policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

3. Commercial Umbrella

- i. Commercial Umbrella limits must be at least \$5,000,000.
- ii. Commercial Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iii. 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.

4. Workers' Compensation and Employer's Liability

- i. Statutory limits apply.

B. **Waiver of Subrogation:** The Contractor waives all rights against Oneida County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, Business Automobile Liability, Umbrella Liability or Workers' Compensation and Employer's 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 Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Oneida County.

D. **Indemnification:** The Contractor shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by the Contractor and its Assistants, 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 Assistants or failure on the part of the Contractor and its Assistants to comply with any of the covenants, terms or conditions of this Agreement.

SECTION VI: 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 required of it in this Agreement. 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 the Contractor deems necessary to perform the services required of it in this Agreement (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County, and in compliance with any and all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- 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.

SECTION VII: INDEPENDENT CONTRACTOR STATUS

- A. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, and that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to officers or employees 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 illness, an absence due to normal vacation, an 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 the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- F. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- G. If the Internal Revenue Service, the 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.

SECTION VIII: 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.

SECTION IX: TRAINING

The Contractor shall be fully responsible for any training necessary for its Assistants to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

SECTION X: MISCELLANEOUS

- A. This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.
- B. Should the OCFS grant to the County currently being processed be disapproved, unfunded, withdrawn or otherwise become unavailable, for any reason, this Agreement shall be considered null and void.
- C. This Agreement may be terminated by the Department upon thirty (30) day written notice of intent to cancel submitted to the Contractor.
- D. 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 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.

SECTION XI: 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 the accordance with the laws of the State of New York.

SECTION XII: ADVICE OF COUNSEL

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

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: _____
Maryangela Scalzo, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____
Colleen Fahy-Box, Commissioner

Date: _____

The Neighborhood Center, Inc.: _____
Sandra Soroka, Executive Director

ATTACHMENT A

BUDGET

(approved by New York Office of Children and Family Services)
(Oneida County Department of Social Services is a pass-through for this funding)

Neighborhood Center, Inc.
14502 Day Care Registration and Inspection Program
January 1, 2019 – December 31, 2019

Personnel Services

Assistant Divisional Director (3%)	\$1,545
Program Director-Jennifer Benn (65%)	\$30,128
Caseworker -Melissa Darnell (100%)	\$32,960
Caseworker -Jessica Scott (100%)	\$32,000
Caseworker -Brianna Gagnon (100%)	\$33,949
Program Assistant-Barbara Pelzer (65%)	\$18,743
Accounting Specialist-Louise Fabian (5%)	\$1,801
Maintenance Worker-Gregory Williams (3%)	\$878
Personnel Salaries Total	\$ 152,003
Fringe Benefits	\$ 53,201
Personnel Services Total	<u>\$ 205,204</u>

Non-Personnel Services

Contractual/Consultant (IT Services, Copier)	\$ 1,950
Staff Travel/Per Diem	\$ 5,092
Equipment	\$ 0
Supplies	\$ 3,481
Other Expenses Total	<u>\$ 10,523</u>

Utilities	\$ 4,710
Telecommunications	\$ 5,082
Repairs/Maintenance	\$ 3,728
Insurance	\$ 1,050

Non-Personnel Services Total **\$ 14,570**

Contract Total **\$ 230,297**

ATTACHMENT B

MONTHLY DAY CARE REPORT
for the month of _____.

Certification:

Total Day Care Homes Certified at Start of Month _____.

Total Day Care Homes Leaving the Program _____.

Terminated _____.

Withdraw _____.

Moved _____.

Other _____.

Total Day Care Homes Certified at the end of Month

Home-finding:

Total Home Studies Pending at start of month _____.

New Home Study Referrals _____.

Home Studies Terminated _____.

W/R _____.

Home Studies - Certified _____.

at end of Month _____.

Recruitment Report: (list recruitment efforts,

Date: _____

Signed _____.

APPENDIX A
NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor 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.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of _____, (the
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S' COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 11, 2019

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

FN 20 19-159
HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Enclosed is a Purchase of Services Agreement with the Elmcrest Children's Center, Inc. for Non-Secure Detention Services that provides the Department with one (1) reserved bed for Oneida County youth and the ability to utilize un-reserved beds on an as needed basis.

This facility provides a local temporary placement for Oneida County youth. Placements at non-secure detention are court ordered for youth who are already adjudicated PINS (Person in Need of Supervision) or JD (Juvenile Delinquents) awaiting further court action.

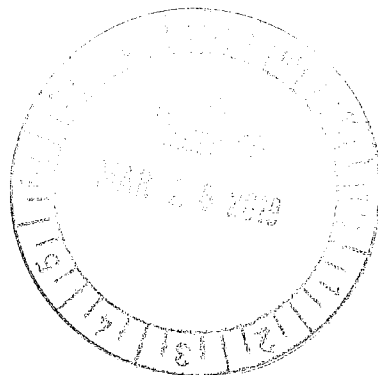
The term of this agreement is January 1, 2019 through December 31, 2019. The cost for this agreement was \$215,512.68 from November 1, 2017 through October 30, 2018 and is 49 % reimbursable through New York State Office of Children and Family Services, with a local cost of 51% in the amount of \$ 109,911.47 during that time period. The Contractor is guaranteed \$200,750.00 for the duration of this agreement. However, should the department utilize more than one bed on any given day it will be charged an additional \$767.25 per day based on usage.

I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Call Fahy-Box
Colleen Fahy-Box
Commissioner



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

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

Date 3-25-19

CFB/vlc
attachment

91302

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: Elmcrest Childrens' Center, Inc.
960 Salt Springs Road
Syracuse, New York 13224

Title of Activity or Services: Non-Secure Detention

Proposed Dates of Operations: January 1, 2019 through December 31, 2019

Client Population/Number to be Served: Youth placed by Family Court Remand, PINS warrant, JD warrant or placed by Peace Officer.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services-

The Contractor's Non-Secure Detention facility known as "Skeele Valley Non-Secure Detention Group Home" is located at 960 Salt Springs Road and is certified by the New York State Office of Children and Family Services. The Contractor will reserve and provide the Department with one (1) bed for youth in need of Non-Secure Detention Services to be utilized by Oneida County youth. The Department also has the ability to utilize un-reserved beds if needed.

2). Program/Service Objectives and Outcomes -

This contract provides for the local temporary placement of youth who are remanded by Family Court based on PINS or a JD petition, or those placed by a Peace Officer until a permanent placement is determined.

3). Program Design and Staffing Level –

A Non-Secure facility that provides 24 hour supervision and care.

Total Funding Requested: \$550.00 per bed/per day for reserved bed
\$767.25 per bed/per day for un-reserved bed

***NOTE-Should the need arise for more than one bed on any given day the cost could exceed the listed expense.**

Oneida County Dept. Funding Recommendation: Account #: A6123.495

Mandated or Non-mandated: Mandated to provide Non-Secure Detention Services.

Proposed Funding Source (Federal \$ /State \$ / County \$): Cost breakdown based on services for the period of December 1, 2016 through November 30, 2017

- **State** 49 % \$105,601.21
- **County** 51 % \$109,911.47

Cost Per Client Served: N/A

Past performance Served: The department has utilized this Contractor since 2003. The Department paid this provider \$215,512.68 from November 1, 2017 through October 30, 20 for non-secure detention services.

O.C. Department Staff Comments: The Department is satisfied with the service provided by this agency.

AGREEMENT

THIS AGREEMENT, made as of the 1st day of January, 2019, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices at 800 Park Avenue, Utica, New York 13501, through its Department of Social Services, hereinafter collectively referred to as the "County," and Elmcrest Childrens' Center, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with offices at 960 Salt Springs Road, Syracuse, New York, an operator of a non-secure detention facility called "Skeele Valley Non-Secure Detention Group Home," certified by the New York State Office of Children and Family Services, hereinafter collectively referred to as "Elmcrest."

WITNESSETH;

IN CONSIDERATION of the promises, covenants and agreements contained herein, the parties agree as follows:

I. TERM

1. The term of this Agreement shall be from January 1, 2019 through December 31, 2019.
2. This Agreement may be negotiated annually and the County shall provide notice to Elmcrest of its intention to renew prior to the end of the Agreement term.

II. SCOPE OF SERVICES

1. The County shall reserve one (1) non-secure detention bed with Elmcrest.
2. Services to be provided by Elmcrest are as outlined in the program narrative (Exhibit A) attached to this Agreement and incorporated herein.
3. Each child continued in care at the Skeele Non-Secure Detention facility for more than three (3) days shall have a complete physical examination by a physician/nurse practitioner supplied by Elmcrest. Should a medical concern or crisis arise regarding any new or pre-existing condition, every attempt shall be made to treat with the physician/nurse practitioner supplied by Elmcrest. Due to the limited nature of the non-

secure detention program, Elmcrest cannot take responsibility for treating pre-existing regimens. In these cases, Elmcrest shall work with the child's physician to ensure minimal disruption in treatment. The cost of all follow-up medical care is the responsibility of the child's parent/guardian. All attempts shall be made to obtain insurance information upon the child's admission. Should no insurance exist and the child requires medical intervention, the County shall assume responsibility. At the request of the County, Elmcrest shall front the cost and bill the County for the medical and transportation charges.

4. Elmcrest reserves the right to deny a referral or discharge a child from non-secure detention if the child is considered a significant risk to himself/herself, others or the community. In cases where this becomes necessary, Elmcrest shall provide the County a written statement regarding the child's risk potential and the factors which preclude the non-secure detention program from maintaining a reasonable level of safety should the child reside in the facility.
5. Except where shorter time periods are mandated by regulation or statute, no youth shall be kept in continuous non-secure detention care beyond forty-five (45) days from the date of admission, except where release of a youth would violate a court order.

III. PERFORMANCE OF SERVICES

1. Elmcrest 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. Elmcrest shall use its best efforts to perform the services such that the results are satisfactory to the County. Elmcrest 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.
2. Elmcrest 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"). Elmcrest shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to

the County, and in compliance with any and all applicable federal, state or local laws and regulations.

IV. RECORD KEEPING AND REPORTING

1. Elmcrest shall maintain financial records in a manner satisfactory both to the County and for any potential audit. Elmcrest shall maintain financial records and supporting data for a period of six (6) years from time of billing.
2. The County reserves the right to audit said financial records at Elmcrest at any time it so desires during normal working hours.
3. Elmcrest and the County shall comply with Section 372(4) of the Social Services Law with respect to confidentiality of child information and records. The County and Elmcrest shall also comply with New York State Juvenile Detention Facilities Regulations (Title 9 NYCRR part 180).
4. Elmcrest shall provide an itemized line item working budget for the following year in a form approved by the County to the County's Commissioner of Social Services. This shall include a projected per diem rate for the next year. Supporting schedules must be attached detailing job titles and salaries and any other line item that might be required by the County.

V. PAYMENT FOR SERVICES

1. The County shall pay Elmcrest one month's reservation fee for each bed reserved upon submission of a County voucher following the month of service in accordance with the rate set forth in Exhibit B. Elmcrest shall submit to the County quarterly reports consisting of budget line items with actual expenses for the months and year-to-date.
2. Nothing shall be billed to the County that is not also billed to other counties entering into a contract with Elmcrest. This includes transportation, medical expenditures, clothing, etc. In accordance with Elmcrest's policy toward other counties, the County shall be responsible for the transport of County youth to and from Elmcrest for court appearances, court-ordered services, pre-placement visits, and professional consultations.

3. The Agreement per diem rate for the 2019 year is \$550.00. Therefore, the County shall pay \$200,750.00 for the use of its one (1) reserved bed during the term of this Agreement (365 days). This is the maximum cost that shall be charged to the County for its reserved bed. Should the County exceed its maximum number of reserved beds for a particular month, the excess utilization is considered to be on a borrowed bed basis. This use shall meet all criteria of non-contracting counties use of beds except that the County shall benefit from a reduced per diem rate. This 'excess utilization' rate for the term of this Agreement shall be the non-contract per diem rate minus ten percent (-10 %). Resulting in a reduced excess utilization rate of \$767.25.

VI. INSURANCE AND INDEMNIFICATION

1. Elmcrest shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - A. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. Abuse and molestation coverage must be included.
 - iii. Oneida County shall be included as an additional insured. 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.
 - B. Workers' Compensation and Employer's Liability
 - i. Statutory limits apply.

C. Business Automobile Liability

- i. Business Automobile Liability with limits of at least \$1,000,000 each accident.
- ii. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- iii. Oneida County shall be included as additional insured on the Business Automobile Liability policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

D. Commercial Umbrella

- i. Commercial Umbrella limits must be at least \$5,000,000.
- ii. Commercial Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iii. 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.

E. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- i. Coverage for abuse and molestation.

2. Waiver of Subrogation: Elmcrest waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, Business Automobile Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
3. Certificates of Insurance: Prior to the start of any work, Elmcrest 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 Elmcrest's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall

not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

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

VII. CHOICE OF 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 Stated District Court for the Northern District of New York.

VIII. TERMINATION

This Agreement is subject to cancellation in the event of non-reimbursement by the New York State Office of Family and Children's Services; and is also subject to cancellation upon thirty (30) days prior written notice from one party to the other.

IX. ENTIRE AGREEMENT

1. 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. 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.
2. 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.

X. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto signed this Agreement on the day and year appearing opposite their respective signatures.

Oneida County

Dated: _____ by: _____

Anthony J. Picente, Jr., County Executive

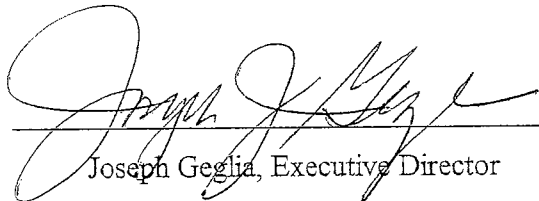
Department of Social Services

Dated: _____ by: _____

Colleen Fahy-Box, Commissioner

Elmcrest Childrens' Center, Inc.

Dated: 3/19/2019

by:  _____
Joseph Geglia, Executive Director

Approved:

Maryangela Scalzo Assistant County Attorney

Exhibit A

Program Statement

Skeelee Valley Non Secure Detention

Brief Overview

2019

Elmcrest Childrens' Center, Inc. will administer and manage non secure detention services at its 100 acre Skeelee Valley site on Jones Road in the Town of Fabius, New York.

Youth will be remanded to detention by family court should the judge have reason to believe that a youth will fail to reappear in court as ordered or that remaining in the home or community setting is not in the best interest of the youth or family. After business hours, youth may be admitted to detention on a family court PINS or JD warrant or if the youth has committed a crime after hours and a Detention Risk Assessment Instrument (DRAI) was completed and the youth's score indicated they are a risk to fail to appear in court. Youth may be admitted to Skeelee Valley directly by legally authorized persons after approval by the County's designated intake official and Skeelee Valley's management team and Director. Elmcrest reserves the right to deny a referral or discharge a youth if it is deemed that the youth presents a significant risk to him or herself and/or others.

Skeelee Valley Non Secure Detention is a co-ed program serving youth between the ages of 7 and 18 who are awaiting adjudication as a Person in Need of Supervision (PINS) or Juvenile Delinquent (JD) or as runaways awaiting return to another jurisdiction. Counties served will include, but are not limited to Madison, Cortland, Oneida and Onondaga. Skeelee Valley is licensed to serve 12 youth at any time. The facility is set up to sleep up to 8 youth upstairs and up to 4 youth downstairs.

The goal of Skeelee Valley Non Secure Detention is to provide a safe, structured and highly supervised routine for the youth entering the program. Youth will participate in the program bound educational program year round, will receive medical services to include a physical and follow up for any illness or injury, and will participate in a variety of groups, including, but not limited to life skills, anger control training and team building. In addition to school and groups, youth have opportunities for daily recreation which includes the ability to hike and fish on the property and participate in physical outdoor activities, as well as indoor activities.

Staffing for the program includes the program director, supervisors, a case manager, direct care staff, a cook, a teacher and a nurse practitioner. Elmcrest Childrens' Center, Inc. will provide all other administrative supports. All staff are trained and current in CPR and first aid and Therapeutic Crisis Intervention. Additionally all staff receive periodic and ongoing trainings focused on working with youth involved in the Juvenile Justice System. Staff meetings are held biweekly and observations and evaluations of staff members are ongoing.

**SKEELE VALLEY NON-SECURE DETENTION GROUP HOME
DIVISION OF ELMCREST CHILDREN'S CENTER**

**2019 Billing System
Protocol's for borrowed bed procedures / reserved bed status
1/1/2019 - 12/31/2019**

I. Steps for Monthly Billing for Non-Secure Detention:

A. Contract Per Diem Rate:

The cost of reserving one bed for 1 day is called the contract county per diem rate. It is established by Elmcrest Children's Center by taking the actual budget, (*Exhibit C*), and dividing it by the total number of beds available for the year, (10) X (365) days. The rate for the 1/1/2019 - 12/31/2019 is \$ 550.00

B. Contract County Base Cost for Month:

Each contract county has a base cost for the month: # contract beds X # days X rate = base cost. Ex.: County A contracts for 1 bed X 31 days X \$ 550.00 = \$ 17,050.00.

C. Contract County Use of Additional Non-Secure Detention Beds:

1. Additional utilization for a particular month, above the number of beds available by contract, is considered "Excess Utilization" and will be billed to the County separately and in addition to from the basic contract cost.
2. A contract county using excess beds will be billed at reduced rate of non-contract rate minus ten percent, (- 10%). For the period 1/1/2019 – 12/31/2019 the resulting 'excess utilization' per diem rate works out as follows: non-contract per diem rate, \$ 852.50 X -10 % = \$ 767.25 rate per day for the calendar month in which the county exceeds the maximum number of days that are reserved by contract.
3. When using excess beds, the county is using beds on an available basis and cannot bump residents from another county in order to admit a child that would be considered excess utilization. Note: Should the facility be at capacity, it is a possibility that contract counties could have a child in excess bed bumped by a contract county who needs to use one of their contracted beds.

D. Non-Contracted Bed Use:

1. Beds that are not under contract will be available to any county needing such a bed on a first come / first served basis whether the county has contracted to reserve a bed(s) or not.
2. These non-contracted beds are owned by the Elmcrest Children's Center and therefore another county, including a contract county, cannot bump children admitted to these beds.
3. Should a contract county need one of the beds they have under contract when the facility is at capacity the child that will be bumped will be that child staying in the bed assigned to that county. (Could result in a contract county using an "excess bed" having that child bumped.)

E. Note: Elmcrest Children's Center will be solely responsible for any amount of Net Income from borrowed bed basis resulting in a loss.

F. Non-Contracting County Per Diem Rate / Establishing a Borrowed Bed Rate:

The established borrowed bed per diem rate for non-contracting county use is based on 155 %, (based on expected utilization rate of 55 %), of the budgeted per diem charged to the contracting counties. Therefore the borrowed bed rate for the year 1/1/2019 through 12/31/2019 will be \$ 852.50. (Budget per diem rate \$ 550.00 X 155 % = \$ 852.50)

G. Contracted Bed Bumping Rights:

By contracting for beds the county is reserving a set number of beds for their exclusive use over the course of the contract period. The contract county has the right to bump a child from their contracted bed whenever they may need to use it, this is known as "bumping rights".

H. Record Keeping:

Elmcrest Children's Center will keep daily, monthly and annual records to show the number of beds used by each contracting and non-contracting county.

ELMCREST CHILDREN'S CENTER, INC.
NON-SECURE DETENTION
2016 ANNUALIZED EXPENSES - BUDGETED CAPACITY 12 CHILDREN

	% of <u>Time</u>	
PROGRAM REVENUE		1,359,500
BREAKFAST/LUNCH INCOME		<u>14,100</u>
TOTAL INCOME		<u>1,373,600</u>
 *****SALARIES*****		
ADMINISTRATIVE:		
Program Director	20%	9,620
Administrative Allocation	5.7%	<u>46,900</u>
		<u>56,520</u>
 SOCIAL SERVICE:		
Case Aide	100%	<u>38,200</u>
		<u>38,200</u>
 CHILD CARE:		
Program Supervisor	100%	47,400
Shift Supervisors - 2 ftes	100%	76,800
Child Care Workers 14 ftes and OT	100%	496,150
Teacher - 35 hours/week	100%	<u>46,200</u>
		<u>666,550</u>
 MEDICAL:		
Nurse Practitioner	10%	6,500
Nursing Staff	2%	<u>2,920</u>
		<u>9,420</u>
 CHILD SUPPORT:		
Cook	100%	38,875
Child Support Allocation	9.3%	<u>14,300</u>
		<u>53,175</u>
 MAINTENANCE:		
Maintenance Allocation	8%	<u>33,411</u>
		<u>33,411</u>
 FRINGES & TAXES at 28.5%		
		<u>244,324</u>
TOTAL SALARY, FRINGES & TAX		<u>1,101,600</u>

ELMCREST CHILDREN'S CENTER, INC.
NON-SECURE DETENTION
2016 ANNUALIZED EXPENSES - BUDGETED CAPACITY 12 CHILDREN

OTHER EXPENSES:

TRANSPORTATION & WORKERS EXPENSE	5,850
CHILDREN'S ACTIVITIES/RECREATION	7,200
RELATED SCHOOL EXPENSE	2,400
PURCHASE OF HEALTH SERVICES - PHYSICIAN	16,500
PURCHASE OF HEALTH SERVICES - OTHER	12,500
PURCHASE OF SERVICES - SECURITY	52,000
FOOD	36,800
CLOTHING EXPENSE	4,800
BEDDING/LINEN	2,200
SUPPLIES/SM EQUIPMENT/FURNITURE	21,900
RENT- EQUIPMENT	3,600
UTILITIES	19,400
REPAIRS & MAINTENANCE - PLANT	16,800
REPAIRS & MAINTENANCE - EQUIPMENT	6,800
REPAIRS & MAINTENANCE - VEHICLES	12,300
TELEPHONE	7,900
POSTAGE	600
DUES/LICENSES/PERMITS	1,800
OFFICE SUPPLIES	4,700
SUBSCRIPTIONS/PUBLICATIONS	450
CONFERENCE EXPENSE	1,200
ADMINISTRATIVE EXPENSE	5,400
NEWSPAPER ADVERTISEMENTS	1,500
AUDIT & LEGAL FEES	2,600
INSURANCE	12,400
USE CHARGE PLANT	5,700
USE CHARGE EQUIPMENT	1,300
USE CHARGE VEHICLES	5,400
SUB TOTAL	272,000
TOTAL EXPENSES	1,373,600
TOTAL INCOME	1,373,600
SURPLUS	0

CONTRACT RATE PER BED	357.08
NON-CONTRACTED RATE AT 155%	553.47
CONTRACTED EXCESS RATE AT 10% DISCOUNT	498.12

APPENDIX A
NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor 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.

Elmcrest Children's Center

NAME OF CONTRACTED AGENCY

Joseph J. Geglia, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Joseph J. Geglia

SIGNATURE

3/19/2019

DATE

**Oneida County Department of Social Services
Contractor and Contract Staff**

Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of Elmcrest Children's Center, (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:

Joseph J. Geglia

Signature:

Joseph J. Geglia

Title:

Executive Director

Date:

3/19/2019

Witness:

Laura Jean Laska

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKERS' COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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 SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 26, 2019

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

160
FN 20 19-159

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval.

The enclosed Agreement with the Capital District Youth Center, Inc. for Secure Detention Services provides the Department with one (1) reserved bed for Oneida County youth and the ability to utilize un-reserved beds on an as-needed basis.

This facility provides a temporary placement for Oneida County youth awaiting the outcome of court proceedings. Placements at secure detention are court ordered for youth who are alleged to be juvenile delinquents which are youth who have committed acts that would be considered criminal if committed after age 16, and Juvenile Offenders, youth age 13-15 who have been charged with serious crimes and are being prosecuted in the adult criminal justice system.

The term of this agreement is October 1, 2018 through December 31, 2019. The cost for this service in 2018 was \$260,586.72 and is 49% reimbursable through New York State Office of Children and Family Services, with a local cost of 51% in the amount of \$132,899.24. The Department does not anticipate spending more than \$375,000 annually for this service with a local cost of 51% in the amount of \$191,250.00. The total cost shall not exceed \$375,000 for the term of the Agreement.

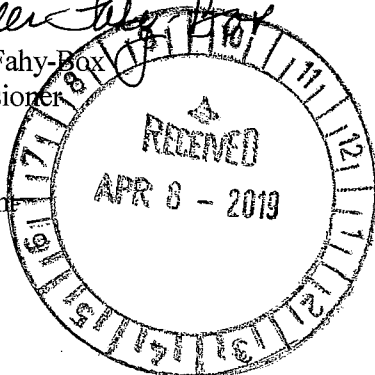
If this Agreement meets with your approval, I respectfully request that this matter be forwarded to the Board of Legislators for further action.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/vlc
attachment



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

Anthony J. Picente, Jr.
County Executive

Date 4-8-19

95101

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: Capital District Youth Center, Inc.
838 Albany-Shaker Road
Albany, New York 12211-1068

Title of Activity or Services: Secure Detention

Proposed Dates of Operations: October 1, 2018 through December 31, 2019

Client Population/Number to be Served: Youth placed by Family Court Remand, JD warrant, or placed by Peace Officer.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor's Secure Detention facility is certified by the New York State Office of Children and Family Services. The Contractor will reserve and provide the Department with 1 bed for Oneida County youth in need of Secure Detention Services. The Department also has the ability to utilize un-reserved beds if needed.

2). Program/Service Objectives and Outcomes -

This contract provides for the temporary placement of youth awaiting the outcome of their court proceedings. Placements at secure detention are court ordered for youth who are alleged to have committed acts that would be considered criminal if committed by a youth after age 16, and Juvenile Offenders, youth ages 13-15 who have been charged with serious crimes and are being prosecuted in the adult criminal justice system.

3). Program Design and Staffing Level - A secure facility that provides 24 hour supervision and care.

Total Funding Requested: \$978.43* per bed/per day for occupied reserved bed
\$374.69 * per bed/per day for unoccupied reserved bed

***NOTE-** These rates are subject to change based on usage.

Oneida County Dept. Funding Recommendation: Account #: A6123.495

Mandated or Non-mandated: Mandated to provide Secure Detention Services.

Proposed Funding Source (Federal \$ /State \$ / County \$): Cost breakdown for October 1, 2019 through December 31, 2019

- **State** 49% \$183,750.00
- **County** 51% \$191,250.00

Cost Per Client Served:

Past performance Served: The department has utilized this contractor for secure detention services.

O.C. Department Staff Comments: The Department is satisfied with the service provided by this agency.

CAPITAL DISTRICT YOUTH CENTER, INC.

COUNTY USE AGREEMENT

THIS COUNTY USE AGREEMENT (the "Use Agreement") is entered into this _____ day of _____ by and between the COUNTY OF ONEIDA, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York 13501, through its Department of Social Services (hereinafter collectively referred to as the "County"), and CAPITAL DISTRICT YOUTH CENTER, INC. (hereinafter referred to as the "Contractor"), a not-for-profit corporation organized and existing under the laws of the State of New York, with its principal offices located at One Park Place, Albany, New York 12205, which operates a regional secure detention facility known as the Capital District Juvenile Secure Detention Facility located at 838 Albany-Shaker Road, Albany, New York 12211-1088 (the "Detention Facility"). County and Contractor are collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the Contractor operates the Detention Facility in accordance with New York State County Law § 218-a on behalf of the counties of Albany, Rensselaer, Saratoga and Schenectady (hereinafter the "Participating Counties"), and

WHEREAS, the New York State Office of Children and Family Services (hereinafter "OCFS") has certified the Detention Facility, and

WHEREAS, the County wishes to utilize this Detention Facility for its eligible juvenile delinquents, juvenile offenders and adolescent offenders pursuant to and in

accordance with County Law§ 218-a, now therefore,

THE PARTIES MUTUALLY AGREE, as follows:

I. RESPONSIBILITIES OF THE CONTRACTOR

1. The Contractor agrees to provide at the Detention Facility, either directly or through the use of a sub-contractor, secure detention for juvenile delinquents, juvenile offenders and adolescent offenders in accordance with applicable laws and regulations.

2. The Participating Counties have the number of beds indicated on Exhibit "A" hereto reserved for the exclusive use of detainees referred by those Participating Counties and their respective agencies (hereinafter "Reserved Beds"). The Participating Counties also have preferential rights to the remaining beds in the Detention Facility (hereinafter "Preferred Beds"). Unoccupied Reserved Beds and unoccupied Preferred Beds will be provided based upon availability on a first-come-first-served basis to other referring counties ("Referring County"). If a Reserved or Preferred Bed is made available for a child other than one referred from a Participating County and a need arises for the use of that bed by one of the Participating Counties, the child will have to be removed to another facility. The Contractor will coordinate with the Referring County in attempting to locate an alternative bed, but the primary responsibility for finding an alternative bed shall rest with the Referring County. From time to time, the Contractor may by agreement grant reserved status with respect to one

or more beds to a county or counties which is or are not a Participating County. Beds reserved in this fashion will be treated the same as Reserved Beds should such a bed be made available to a county other than the one by which it was reserved.

3. The County will have one juvenile delinquent (“JD”)/ juvenile offender (“JO”) bed reserved for the exclusive use of detainees referred by the County and its respective agencies (the “Oneida Bed”). In addition to the Oneida Bed, unoccupied Reserved Beds and unoccupied Preferred Beds may be provided for use by the County on a first come first served basis as space permits for both JD/JO and adolescent offender (“AO”) beds.

4. The Contractor will provide a routine health assessment and a mental health screening. All other medical and dental costs will be assumed by the County.

5. The Contractor agrees to comply with all applicable juvenile secure detention and specialized secure detention facilities rules and regulations in the care, maintenance and supervision of children placed in the Detention Facility by the County.

6. The Contractor will maintain a 24-hour-a-day intake service.

7. The Contractor will maintain a smoke free environment inside the Detention Facility and on the Detention Facility grounds.

8. Appropriate records will be kept in accordance with applicable laws and regulations. All information contained in the Contractor's files shall be held confidential by the Contractor and the County pursuant to applicable laws and regulations.

9. The Contractor will use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services under this

Use Agreement and will maintain all financial books, records and necessary supporting documents needed to do so. These records shall be subject at all reasonable times to inspection, review and audit by authorized County and New York State representatives.

10. The Contractor will bill the County monthly for the cost of maintaining youth in the secure detention and specialized secure detention facility upon submission of a County voucher with supporting documentation attached. The costs will include those which are outlined in section II hereof, entitled "Responsibilities of the County."

11. The Contractor agrees to procure and maintain at its own expense, and/or cause its contract operator to procure and maintain at its own expense, insurance of the kinds and the amounts hereinafter provided, with insurance companies authorized to do business in New York, covering all operations under this Use Agreement. The Contractor and/or its contract operator upon request will furnish a certificate of insurance, naming the County as additionally insured on its Commercial General Liability, the Physical Abuse and Sexual Misconduct and Automobile policies. The certificate shall provide that coverage shall not be canceled or reduced until forty-five days after written notice is provided to the County. The coverage parts and amount of insurance shall be as follows: (i) **Commercial General Liability** \$1,000,000 per occurrence/\$3,000,000 aggregate. Coverage shall include bodily injury, property damage, personal injury and blanket contractual liability; (ii) **Professional Liability Insurance** with minimum limits of \$1,000,000 per occurrence and a \$3,000,000 annual aggregate, (iii) **Physical Abuse and Sexual Misconduct** in the amount of not less than \$1,000,000.00, (iv) **Statutory NYS Workers Compensation Coverage**; (v)

Automobile Liability Insurance with minimum limits of \$1,000,000 each accident. Coverage shall provide for any vicarious liability of the County and be applicable to all owned, non-owned, hired, borrowed or temporarily used vehicles of the Contractor and/or its contract operator.

II. RESPONSIBILITIES OF THE COUNTY

1. Prior to the admission of each child to the Detention Facility, the County will provide the Contractor with an order from a court of competent jurisdiction or designated magistrate, as applicable, remanding the child to a secure detention facility or specialized secured detention, as applicable. Due to the potential need to move the child from one facility to another, orders specifically directing that the child is to be placed in the Detention Facility will not be accepted. Use of an order substantially similar to the samples included as Exhibit "B" and Exhibit "C" hereto will be deemed to comply with this requirement.

2. If the County is notified that a child must be removed from the Detention Facility for any reason, that child must be removed within 12 hours of such notification. The Contractor will, however, endeavor to provide as much notice as possible prior to requiring the removal of a child.

3. The County agrees to pay the Contractor at the per diem rate set by the Contractor for each bed provided pursuant to this Use Agreement. The County hereby expressly acknowledges, that the per diem rate charged is an estimate of the actual cost of providing detention. The actual cost of detention provided hereunder will be

determined by an audit of the Contractor and its agents. The Contractor reserves the right to adjust the per diem rate during the term of this Use Agreement to more closely reflect actual costs of operating the Detention Facility. The Contractor's decision with respect to per diem charges shall be final and made in its exclusive discretion. The County will be notified of any change in the per diem rate by mail prior to the date upon which such change becomes effective.

4. The County hereby agrees that it will pay to the Contractor any underpayments revealed by the audit. The Contractor hereby agrees that it will pay to the County the amount of any overpayments revealed by the audit. For purposes of this Use Agreement, underpayments and overpayments shall be the difference between the per diem rate charged and the actual cost of providing a day of care as determined by an audit of the Contractor and its agents, which audit shall conclusively determine the cost of providing a day of care.

5. The Contractor will submit an Oneida County voucher for Detention Facility use on a monthly basis for each day a bed is utilized by the County and the County shall promptly pay the bills rendered. The Contractor shall attach supporting documentation to each voucher.

6. With respect to the Oneida Bed, the County is obligated to pay even if the bed is not occupied. The Contractor may endeavor, but is under no obligation, to place a child referred by a Referring County in such unoccupied Oneida Bed. In the event a Referring County uses the Oneida Bed, the Referring County will pay the per diem cost for such use.

7. The OCFS currently is expected to reimburse the County for 49% of the eligible detention costs for detained JDs and JOs under the age of sixteen and 100% of the eligible detention costs for detained AOs and JDs sixteen years of age or older. The determination of which costs are eligible for reimbursement is made by the OCFS and the Contractor cannot warrant that any particular cost will be eligible for reimbursement.

8. Each bill will itemize certain costs which are, or may hereafter be deemed, not eligible for OCFS reimbursement. Costs not eligible for reimbursement are the sole responsibility of the County.

9. Nothing herein shall relieve or release the County of or from its responsibilities as a Social Services District or the equivalent thereof, as defined by applicable law.

III. TERMINATION OF USE AGREEMENT

This Use Agreement can be terminated at any time by thirty days (30) notice in writing by either party to the other, in which event all obligations of both Parties under this Use Agreement, with the exception of amounts due and owing the Contractor from the County for services previously provided, shall terminate at the end of thirty (30) days from the date of notice of such termination.

IV. INDEMNIFICATION

1. The obligations of the Parties under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

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

3. To the fullest extent permitted by applicable law, the County (the “Indemnifying Party”) shall indemnify and hold harmless, and at the Detention Facility’s option, defend, the Detention Facility, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys’ fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including,

without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any (alleged or proven) negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including the County's authorized personnel) arising out of or in connection with the performance by the County or any of the County's authorized personnel pursuant to this Agreement.

4. The Contractor warrants that it and/or its contract operator of the Detention Facility has all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Contractor further agrees to keep and/or require its contract operator to keep such required licenses, approvals and certificates in full force and effect during the term of this Use Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames.

V. AMENDMENT

1. This Use Agreement may be amended only in writing, which writing shall be signed by the Contractor and the County.

2. The County shall not make any subcontract for the performance of this Use Agreement without the prior written approval of the Contractor, which consent may be withheld in the sole discretion of the Contractor. The assignment of this Use Agreement in whole or in part, or of any money due, or to become due under this Use Agreement, shall be void.

VI. TERM

1. The Term of this Use Agreement shall run from January 1, 2019 through and including December 31, 2019.

2. The County may elect to renew this Use Agreement for each next succeeding calendar year by providing written notice to the Contractor at least sixty (60) days prior to the expiration of the Term.

VII. MISCELLANEOUS

1. Any notice permitted or required to be given hereunder shall be in writing and shall be deemed duly served as of (a) the date that it is delivered by hand, (b) three business days after having been mailed by certified mail, postage prepaid, return receipt requested or (c) the next business day after having been sent for delivery on the next business day, shipping prepaid, by a nationally recognized overnight courier, in each case to the receiving party at the address set forth below or at such other address as a party may designate by written notice to the other parties sent in the manner set forth herein:

Capital District Youth Center Inc.: Attention Chief Administrator at the address set forth above.

County of Oneida: Attention Commissioner of the Department of Social Services at the address set forth above.

2. This Use Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior proposals, agreements and understandings, oral

and written, relating to the same subject matter.

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

4. In accordance with Section 109 of the General Municipal Law, this Agreement 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 Agreement concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

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

[Signature Page to Follow]

COUNTY OF ONEIDA

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

DEPARTMENT OF SOCIAL SERVICES

By: _____
Colleen Fahy-Box
Its: Commissioner

CAPITAL DISTRICT YOUTH CENTER, INC.

By: Lucille McKnight
Lucille McKnight
Its: President

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

On this ____ day of _____, 2018 before me personally came Anthony J. Picente, Jr. to me known, who being by me duly sworn did depose and say that he resides in _____; Oneida County; that he is the County Executive of the County of Oneida, New York, the municipal corporation described in and which executed the within instrument and that it was also executed with all due authority required by law.

Notary Public

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

On this 20 day of March, 2019 before me personally came Lucille McKnight to me known, who being by me duly sworn did depose and say that she resides in Albany County; that she is the President of the Capital District Youth Center, Inc., the corporation described in and which executed the within instrument and that it was also executed with all due authority required by law.

Amy J. Weinstock
Notary Public

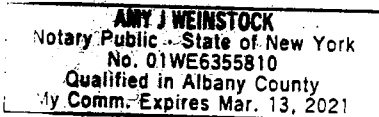


Exhibit "D"
NEW YORK STATE CONDITIONS

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 five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

**(e)* If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

**(f)* The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

EXHIBIT "E"

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By Facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This AGREEMENT shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
 - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and

will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder,

and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 1. By certified or registered United States mail, return receipt requested;
 2. By Facsimile transmission;
 3. By personal delivery;
 4. By expedited delivery service; or
 5. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.
- i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.
- j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

- n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractor's, or its subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

- b. The Contractor 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.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT "A"

PARTICIPATING COUNTY LIST

<u>COUNTY</u>	<u>JD/JO</u>	<u>AO</u>	<u>TOTAL</u>
Albany	4.5	7.5	12
Rensselaer	1.0	2.0	3.0
Saratoga	1.0	1.0	2.0
Schenectady	3.0	2.0	<u>5.0</u>
			22

Order Directing Detention)
9/2012

At a term of the Family Court of the
State of New York, held in and for
the County of
at New York
on

PRESENT:

Hon.
Judge

In the Matter of

Docket No.

A Person Alleged to be a
Juvenile Delinquent,

ORDER DIRECTING
DETENTION OF
RESPONDENT

Respondent.

Respondent, _____, a child under the age of 16, having been taken into custody
by a [check applicable box]: police officer peace officer private person ; and

A petition under section 311.1 of the Family Court Act having been filed in this Court with respect to
Respondent, including a charge of [specify most serious charge]:
an act that would be a crime if committed by an adult; and

**[Applicable where the New York State Office of Children and Family Services
has approved a risk assessment instrument; omit if inapplicable]:**

The Respondent having been assessed as a [check applicable box]: low medium
high level risk on a risk assessment instrument approved by the New York State Office of Children
and Family Services; and

Respondent having been brought before this Court and a hearing having been held, this Court
finds that [Note: judicial findings must be made under both I and II and, if required, III, below]:

I. Criteria for Detention [REQUIRED; check one or both boxes]:

Detention of the Respondent is necessary, pursuant to Family Court Act §320.5, because
available alternatives, including conditional release, would not be appropriate and because:

where the New York State Office of Children and Family Services has approved a risk assessment instrument; omit if inapplicable]:

Respondent requires detention, despite the assessed risk level, for the following reasons [specify]:

NOW, therefore, it is hereby

ORDERED that the Respondent is remanded to _____, to be detained pending further proceedings herein on _____; and it is further

ORDERED that the custodial authority produce the Respondent on that date subject to further order of this Court; and it is further

ORDERED that in the event the Respondent absconds from the above-named facility, written notice of that fact shall be given within 48 hours by an authorized representative of the facility to the Clerk of Court, stating the name of the Respondent, the docket number of this proceeding, the date on which the Respondent absconded and the efforts made to locate and secure the return of the Respondent;^a and it is further

ORDERED

ENTER

Judge of the Family Court

Dated:

PURSUANT TO SECTION 1113 OF THE FAMILY COURT ACT, AN APPEAL FROM AN ORDER OF THE FAMILY COURT MUST BE TAKEN WITHIN 30 DAYS OF RECEIPT OF THE ORDER BY APPELLANT IN COURT, 35 DAYS FROM THE DATE OF MAILING OF THE ORDER TO APPELLANT BY THE CLERK OF COURT, OR 30 DAYS AFTER SERVICE BY A PARTY OR THE ATTORNEY FOR THE CHILD UPON THE APPELLANT, WHICHEVER IS EARLIEST.

Check applicable box:

- Order mailed on [specify date(s) and to whom mailed]: _____
 Order received in court on [specify date(s) and to whom given]: _____

^a See 22 NYCRR 205.26.

EXHIBIT "C"

SECURING ORDER FOR JUVENILE OFFENDER AND ADOLESCENT OFFENDER
(attached hereto)

STATE OF NEW YORK COUNTY OF _____
YOUTH PART OF THE SUPERIOR COURT

THE PEOPLE OF THE STATE OF NEW YORK

v.

SECURING ORDER
DOCKET

NYSID

#: _____

Dob: _____

Defendant.

The above named defendant having appeared before the undersigned on a (ACCUSATORY INSTRUMENT) / (WARRANT), charging the defendant with the most serious offense of _____ in violation of Section _____ Sub Div _____ of the _____ Law a (Class _____ Felony/Misd)

AND (Check one box only)

further court attendance being required on the _____ day of _____, 20____, at _____ (AM/PM) before the _____ Court of _____.

OR the matter having been transferred for action of the Grand Jury.

Now therefore it is **ORDERED** that the defendant be

RELEASED; (Check one box only)

On bail fixed in the amount of \$ _____ and received by this Court;

OR Other _____ (Explain)

OR **REMANDED** to the custody of the County Sheriff/Commissioner of Corrections until his/her appearance is required as set forth, (Check one box only)

until bail is posted in the amount of \$ _____ CASH or \$ _____ BOND _____;

Specify Type

OR without bail.

AND that this ORDER includes the lesser offence(s) of:

SPECIAL ORDERS/INSTRUCTIONS

CPL 730 (competency) Exam ordered (UCS# 16-A Attached)

Local Mental Health Referral

Additional Comments

Dated: _____

Hon.